AGENDA
LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS

REGULAR MEETING
9:00 A.M. – OCTOBER 3, 2023

COMMISSION CHAMBERS
CLARK COUNTY GOVERNMENT CENTER
500 S. GRAND CENTRAL PARKWAY, LAS VEGAS, NEVADA

Date Posted: September 26, 2023

The Las Vegas Valley Water District makes reasonable efforts to assist and accommodate persons with physical disabilities who desire to attend the meeting. For assistance, call the Agenda Coordinator (702) 258-3277 at least 24 hours prior to the meeting.

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED IN THE FOLLOWING LOCATIONS:

LAS VEGAS VALLEY WATER DISTRICT
1001 SOUTH VALLEY VIEW BOULEVARD
LAS VEGAS, NEVADA

CLARK COUNTY GOVERNMENT CENTER
500 SOUTH GRAND CENTRAL PARKWAY
LAS VEGAS, NEVADA

SOUTHERN NEVADA WATER AUTHORITY
100 CITY PARKWAY, SUITE 700
LAS VEGAS, NEVADA

REGIONAL JUSTICE CENTER
200 LEWIS AVENUE
LAS VEGAS, NEVADA

All items listed on this agenda are for action by the Board of Directors, unless otherwise indicated. Items may be taken out of order. The Board of Directors may combine two or more agenda items for consideration, and/or may remove an item from the agenda or delay discussions relating to an item on the agenda at any time.

Visit our website at https://www.lvvwd.com/lvvwd-agendas or main office at 1001 S. Valley View Boulevard, Las Vegas, Nevada for Las Vegas Valley Water District agenda postings, copies of supporting material and approved minutes. To receive meeting information, including supporting material, contact the LVVWD Agenda Coordinator at (702) 258-3277 or agendas@lvvwd.com.

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

NO ACTION MAY BE TAKEN: At this time, the Board of Directors will hear general comments from the public on items listed on the agenda. If you wish to speak to the Board about items within its jurisdiction, but not appearing on this agenda, you must wait until the "Comments by the General Public" period listed at the end of this agenda. Please limit your comments to three minutes or less. Public comment can also be provided in advance of the meeting and submitted to publiccomment@lvvwd.com. Public comment received through October 2, 2023, will be included in the meeting's minutes.

ITEM NO.

1. *For Possible Action*: Approve agenda with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items, and approve the minutes from the regular meeting of September 5, 2023.

CONSENT AGENDA

Items 2 - 8 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

2. *For Possible Action:* Approve and authorize the General Manager to sign Change Order No. 1 to the contract with Las Vegas Paving Corporation for on-call construction services for an increase not to exceed $10,000,000.

3. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between the City of Henderson and the District, which terminates the December 1, 2020, interlocal agreement for the lease of temporary and emergency water service through the Bermuda 2745 Zone Pumping Station and Discharge Pipeline to the City of Henderson.

4. *For Possible Action:* Approve and authorize the General Manager to sign a cooperative agreement between the Nevada Division of Forestry and the District to conduct inmate conservation work detail services from the date of award through June 30, 2024, in an amount not to exceed $200,000, and authorize one renewal for an additional one-year term.

5. *For Possible Action:* Approve and authorize the President to sign an amendment to the Interlocal Agreement among Clark County, the Clark County Water Reclamation District, the University Medical Center of Southern Nevada, the Las Vegas Convention and Visitors Authority, the Las Vegas Valley Water District, the Clark County Regional Flood Control District, the Regional Transportation Commission of Southern Nevada, the Southern Nevada Health District, the Henderson District Public Libraries, the Mount Charleston Fire Protection District, the Las Vegas Metropolitan Police Department, the Moapa Valley Fire Protection District and the Eighth Judicial District Court, establishing the rates for the Self-Funded Group Medical and Dental Benefits Plans, effective January 1, 2024.

6. *For Possible Action:* Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an amendment to the existing interlocal agreement among Clark County; the cities of Las Vegas, Henderson, North Las Vegas, Boulder City, and Mesquite; Southern Nevada Health District; Clark County Water Reclamation District; Clark County School District; Las Vegas Metropolitan Police Department; Clark County Regional Flood Control District; Clark County Department of Aviation; Regional Transportation Commission of Southern Nevada, Overton Power District 5; and the District for participation in a county-wide Geographic Information System project to provide GIS data and aerial imagery for an annual fee of $42,708 through June 30, 2026, authorize the General Manager to exercise additional annual renewal options, and authorize an increase of up to 5 percent for each annual renewal period.

7. *For Possible Action:* Approve and authorize the President to sign an amendment to the Self-Funded Group Medical and Dental Benefits Exclusive Provider Organization (EPO) Plan among Clark County, Clark County Water Reclamation District, University Medical Center of Southern Nevada, Las Vegas Convention and Visitors Authority, Las Vegas Valley Water District, Clark County Regional Flood Control District, Regional Transportation Commission of Southern Nevada, Southern Nevada Health District, Henderson District Public Libraries, Mount Charleston Fire Protection District, Las Vegas Metropolitan Police Department, Moapa Valley Fire Protection District and the Eighth Judicial District Court, adopting an amended Self-Funded Group Medical and Dental Benefits EPO Plan, effective January 1, 2024.

8. *For Possible Action:* Approve and authorize the President to sign an amendment to the Self--Funded Group Medical and Dental Benefits Preferred Provider Organization (PPO) Plan among Clark County, Clark County Water Reclamation District, University Medical Center of Southern Nevada, Las Vegas Convention and Visitors Authority, Las Vegas Valley Water District, Clark County Regional Flood Control District, Regional Transportation Commission of Southern Nevada, Southern Nevada Health District, Henderson District Public Libraries, Mount Charleston Fire Protection District, Las Vegas Metropolitan Police Department, Moapa Valley Fire Protection District and the Eighth Judicial District Court, adopting an amended Self-Funded Group Medical and Dental Benefits PPO Plan, effective January 1, 2024.

BUSINESS AGENDA

9. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between The Howard Hughes Company, LLC, and the District for design and construction of a perimeter wall around the 3665 Zone Reservoir Site and take any actions required under the agreement.

10. *For Possible Action:* Approve and authorize the General Manager to sign a master services agreement between Fiserv Solutions, LLC, and the District to provide payment processing and electronic billing services for an initial three-year term and an option of two, one-year renewals in an annual amount not to exceed $6,000,000, and authorize annual year-over-year cost increases of up to 5 percent for the contract's duration.

COMMENTS BY THE GENERAL PUBLIC

NO ACTION MAY BE TAKEN: At this time, the Board of Directors will hear general comments from the public on matters under the jurisdiction of the Las Vegas Valley Water District. Please limit your comments to three minutes or less.

JOINT MEETING OF THE
LAS VEGAS VALLEY WATER DISTRICT BOARD OF DIRECTORS
BIG BEND WATER DISTRICT BOARD OF TRUSTEES
AND KYLE CANYON WATER DISTRICT BOARD OF TRUSTEES
SEPTEMBER 5, 2023
MINUTES

CALL TO ORDER	9:01 a.m., Commission Chambers, Clark County Government Center, 500 South Grand Central Parkway, Las Vegas, Nevada
DIRECTORS PRESENT:	Marilyn Kirkpatrick, President Justin Jones (via telephone) William McCurdy II Ross Miller Michael Naft Tick Segerblom
DIRECTORS ABSENT:	Jim Gibson, Vice President
STAFF PRESENT:	John Entsminger, Dave Johnson, Colby Pellegrino, Doa Ross, Greg Walch, Kevin Bethel

Unless otherwise indicated, all members present voted in the affirmative.

COMMENTS BY THE GENERAL PUBLIC

For full public comment, visit www.lvvwd.com/apps/agenda/lvvwd/index.cfml

Courtney Horner & Sheldeen submitted public comment in advance of the meeting. Their comments are attached to these minutes.

ITEM NO.

1. Approval of Agenda & Minutes

FINAL ACTION: A motion was made by Director Segerblom to approve the agenda and the minutes from the meeting of the Las Vegas Valley Water District Board of Directors for July 18, 2023, the minutes from the meeting of the Big Bend Water District Board of Trustees for November 15, 2022, and the minutes from the meeting of the Kyle Canyon Water District Board of Trustees for August 4, 2020. The motion was approved.

CONSENT AGENDA Items 2 – 6 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

2. **Approve and authorize the General Manager to sign Change Order No. 3 to the contract with Harber Company, Inc., dba Mountain Cascade of Nevada, to install and connect pipelines in Deer Springs Way, extending the substantial and final completion date by 100 calendar days.**
3. **Approve and authorize the President to sign an amendment to the existing agreement between the City of Las Vegas and the District for construction of water facilities as part of the CLV Pinto Lane Streetscape Improvements Phase II Project, increasing the existing agreement by $63,564, resulting in a total amount not to exceed $568,035.**
4. **Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, Amendment No. 1 to the Professional Services Agreement between Ralph Appelbaum Associates, Inc., and the District for the exhibit design and development of the Springs Preserve's OriGen Museum's middle and east galleries remodel.**
5. **Approve and authorize the General Manager to sign a Purchase and Sale Agreement and Joint Escrow Instructions, in substantially the same form as attached hereto, and any ministerial documents necessary to effectuate the purchase of real property, Clark County, Nevada, Assessor Parcel No. 162-06-610-007, from Gonghongchun Consulting & Investment LLC in the amount of $345,000.**

6. Approve and authorize the General Manager to sign a participating sponsor joinder agreement to Clark County's Contract with Empower Retirement, LLC, for recordkeeping and other administrative services pertaining to the District's Deferred Compensation 457(b) and 401(a) Plans.

FINAL ACTION: A motion was made by Director Segerblom to approve staff's recommendations. The motion was approved.

BUSINESS AGENDA

7. Adopt the 2023A LVVWD Water Bond Resolution, providing for the issuance of General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Bonds, Series 2023A, in the maximum principal amount of $230,000,000, for the purpose of financing water projects for the Las Vegas Valley Water District.

FINAL ACTION: A motion was made by Director Segerblom to adopt the resolution. The motion was approved.

Big Bend Water District (Las Vegas Valley Water District Board of Directors sitting as the Big Bend Water District Board of Trustees)

8. Approve a resolution authorizing the submission of a grant proposal to the Nevada Department of Conservation and Natural Resources' Nevada Water Conservation and Infrastructure Initiative grant program, and if awarded, authorize the General Manager, or his designee, to enter into any future funding agreement for the project.

Director Naft expressed support for the grant submission and the significance of this grant funding for the Big Bend water system. He added that both he and Assemblywoman Danielle Gallant submitted letters of support to the Nevada Department of Conservation and Natural Resources on behalf of the Big Bend Water District and the residents of Laughlin, NV. The letters of support are attached to these minutes.

FINAL ACTION: A motion was made by Director Naft to approve the resolution. The motion was approved.

Kyle Canyon Water District (Las Vegas Valley Water District Board of Directors sitting as the Kyle Canyon Water District Board of Trustees)

9. Approve a resolution authorizing the submission of a grant proposal to the Nevada Department of Conservation and Natural Resources' Nevada Water Conservation and Infrastructure Initiative grant program, and if awarded, authorize the General Manager, or his designee, to enter into any future funding agreement for the project.

FINAL ACTION: A motion was made by Director Segerblom to approve the resolution. The motion was approved.

10. Receive an update on impacts to the Kyle Canyon Water System sustained during recent flash flood events, including an update on the boil water order notice and repair timelines.

Dave Johnson, Deputy General Manager of Operations, gave an update on the Kyle Canyon Water District's system following the flooding events caused by Tropical Storm Hilary on August 20 – 21, 2023. A copy of his presentation is attached to these minutes.

Mr. Johnson began by giving an overview of the Kyle Canyon Water District system. He reported on the recent storm that brought in more than 8 inches of precipitation, causing damage to roads, water service lines and well sites, and interrupted water and power service to most of the Kyle Canyon area. He highlighted the system impacts and talked about the Boil Water Order that the District issued for all customers as a precautionary measure to help protect public health. Mr. Johnson reported on staff's response and the unified incident command structure with the County and other partner agencies. He reported on the four subdivisions within the Kyle Canyon Water District's system and gave an update on the service status in each subdivision. The Rainbow, Echo and Cathedral Rock service areas have been restored and the Boil Water Order has been lifted. The Old Town service area experienced the most damage and the water system requires extensive repairs. Crews are working to make those repairs as swiftly as possible, and all customers in Old Town remain under a Boil Water Order. Mr. Johnson concluded by talking about funding and stated that staff is pursuing all available sources, including insurance and federal and state emergency funding, as well as

grant opportunities. Mr. Johnson added that there are a few continuing challenges in the area related to weather and access to the system.

President Kirkpatrick and Director Miller expressed appreciation to District leadership and staff for its prompt response and collaboration with the County and partner agencies following the damage caused by the flooding.

FINAL ACTION: No action was taken.

COMMENTS BY THE GENERAL PUBLIC

There were no persons wishing to speak.

Adjournment

There being no further business to come before the board, the meeting adjourned at 9:18 a.m.

Copies of all original agenda items and minutes, including all attachments, are on file in the General Manager's office at the Las Vegas Valley Water District, 1001 South Valley View Boulevard, Las Vegas, Nevada.

Public Comment received for 9/5/23 LVVWD Board of Directors Meeting

From: Courtney Horner
To: &PublicComment
Subject: {External} Public comment
Date: Monday, July 31, 2023 7:04:38 AM

We built a home last year and had several issues getting water connected, once we finally got the water connected I've noticed it's been exceptionally high over the last year. I've checked for leaks several times trying to figure out what could be causing the issue. Upon looking at the statement there were several fees I was being charged that I did not understand. I recently called the water district after talking with my neighbors and they said they didn't have half the fees and their bills were not near as high. My property is unique as it has two water meters and upon calling, the representative told me that I have been being charged fees for the second UNUSED water meter this entire time. That's one of the fees I didn't understand. I never asked for that meter to be turned on and it was never unlocked so I asked for a refund but was told they would have to discuss it. Upon hearing from a supervisor I was told no and that that decision stands and I will not be refunded those fees because "I still had access to that water". That is a lie, it is locked, I've been being charged for a service I've never had access to. I feel this is a very deceptive and unethical practice on the side of the water district to charge me fees for something I've never used and could not use even if I wanted to. This is fraudulent and as a tax paying citizen I find this completely abhorrent behavior. They have since stopped the service to the second meter but did not refund the money that they basically have stolen from me for services they did not provide. I'd like my money refunded immediately. Thank you for your time.

Courtney Horner
8710 Ruston Rd
Las Vegas, NV 89143

Sent from my iPhone

Jason Bailey

From: Sheldeen <gskproductions@cox.net>
Sent: Wednesday, July 19, 2023 2:32 PM
To: &PublicComment
Subject: {External} Water Fines - Single Family Homes

Follow Up Flag: Follow up
Flag Status: Flagged

Good Afternoon,

It is with great concern as to the amount of fees charged across the valley to single family homes.

The water District made over 12 million dollars in the first six months of this Year alone, how is this ethical to charge these outrages fees to residents who live simple normal lives?

Ads on TV stating it is the law, would make any family fearful of being using any amount water on a daily basis.

Charge large companies that waste water in huge amounts!!!

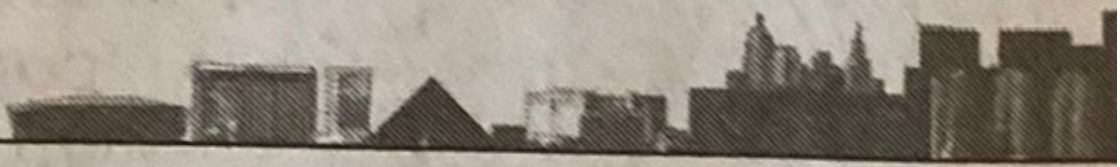
We, the people have been charged, taxed and robbed enough!!!

URT PROGRAM FOR AUTIS

VEGAS

VIEW

com



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Water f

BIG BEND
WATER DISTRICT
1001 South Valley View Boulevard
Las Vegas, NV 89153
702-298-3113 · bigbendwaterdistrict.com

August 29, 2023

James Settelmeyer, Director
Nevada Department of Conservation and Natural Resources
901 S. Stewart Street, Suite 1003
Carson City, NV 89701

RE: Support from the Nevada Water Conservation Infrastructure Initiative and the American Rescue Plan Act water and sewer infrastructure funds for the Big Bend Water District (BBWD) System for the Town of Laughlin, Nevada

Dear Director Settelmeyer,

As you know, maintaining an adequate supply of water storage is a critical safety priority for public water systems. Water storage helps serve domestic demands but perhaps most importantly, helps maintain emergency storage supplies and pressure during power outages, and provide additional supplies in the event of an emergency, such as a fire.

Currently, the Town of Laughlin has a storage supply that does not meet Nevada Administrative Code requirements. While the community's existing storage amount meets domestic demands and reasonably safeguards the community from emergencies, additional storage would provide a longer duration of time to meet demands in the event of an outage. Because of Laughlin's location, emergency crews would be dispatched from the Las Vegas Valley in the event of an emergency or system failure. Additional storage would help bridge the time required for emergency crews to arrive and make repairs without interruption to water supplies or a lack of system pressure, resulting in a boil water order.

Building the infrastructure necessary to meet Nevada Administrative Code requirements would require a minimum of $20 million. That amount is too great for the Laughlin community to absorb. Funding this type of capital improvement would require significant and ongoing rate increases within the community. Our Laughlin residents simply cannot afford these capital investments without assistance.

Earlier this month, the Las Vegas Valley Water District applied on behalf of the Big Bend Water District for $12 million in funding to construct a two-million-gallon storage tank for the community. While it doesn't address the community's full required storage, it would go a long way in providing additional safeguards without significant impact to the many residents of Laughlin.

As the Clark County Commissioner representing the unincorporated Township of Laughlin and the Chairman of the Big Bend Water District, I strongly urge you to consider your water and wastewater infrastructure funding, and support of this request for additional water storage tanks to continue to provide safe and quality drinking water to customers within Laughlin, Nevada. Thank you for your consideration. If you have any questions, please contact me at Michael.Naft@ClarkCountyNV.gov or 702-455-3535.

Sincerely,

Michael Naft
Chairman, Big Bend Water District
Clark County Commissioner, District A

Danielle GALLANT
FOR NEVADA ASSEMBLY 23

7380 S. Eastern Ave #123, Las Vegas, NV 898123 | 725-272-7798 | danielle@danielle4nv.com

September 4, 2023

James Settelmeyer, Director
Nevada Department of Conservations and Natural Resources
901 S. Stewart Street, Suite 1003
Carson City, NV 89701

RE: Support from the Nevada Water Conservations Infrastructure Initiative and the American Rescue Plan Act water and sewer infrastructure funds for the Big Bend Water District (BBWD) System for the Town of Laughlin, Nevada.

Dear Director Settelmeyer,

As you are aware, Laughlin does not have adequate water storage. Laughlin is unable to grow and develop any further until there is proper water storage. I want to stress my strong support for the recent request to grant Laughlin $12 million in funding to construct a two-million-gallon storage tank. This will help move the town in the right direction to solving this problem and ensure the wellbeing and safety of the residents of Laughlin.

I understand that you will be meeting tomorrow morning at 9am. I was recently notified of this issue so I wanted to be sure to send off a quick letter of my support for the community. Over the past 2 years, I have had the pleasure of experiencing Laughlin and all it has to offer. Laughlin has the potential of being a center for tourism for Nevada, but it will not be able to reach that potential until the water storage shortage is solved.

Thank you for considering Laughlin and the needs of the community. I am aware there is a long list of communities in Nevada who are in need and I hope that Laughlin will be seriously considered.

Sincerely,

Danielle Gallant

Danielle Gallant
Assemblywoman District 23

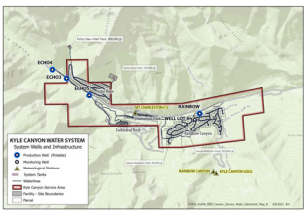
1

WATER SYSTEM OVERVIEW

Four production wells
- Echo 3
- Echo 4
- Echo 5
- Rainbow

Storage
- Four tanks (609,000 gal)
- Minimum operating storage is 85% capacity or 500,000 gal

Customers (approx. 400)
- Rainbow – 207
- Old Town – 82
- Echo – 77
- Cathedral Rock – 40



2

THE STORM

- **August 20-21** – Severe flooding occurred in Kyle Canyon as Tropical Storm Hilary hit Southern Nevada
- More than 8 inches of precipitation fell over 3 days
- Extraordinary precipitation caused damage to roads, water service lines and well sites, interrupting water and power service to the vast majority of the Kyle Canyon area
- Water levels in the production wells rose rapidly causing one well to flow artesian

3

SYSTEM IMPACTS

- Major reservoir tanks lost water pressure
- Water service interrupted for Echo, Cathedral Rock and Old Town neighborhoods
- Boil Water Order issued (Aug 21) for all customers to help protect public health
- Initially, flooding and road damage hindered service crews from accessing sites – crews sheltered in place at the fire station
- With support from the National Guard, crews were able to gain access to one valve, which was closed to prevent additional system damage

4

RESPONSE

- LVVWD joined the unified incident command structure
- Bottled water delivered to residents and water distribution sites established
- Emergency response notifications sent to all residents
- Response teams performed damage and recovery assessments
- Crews initiated well and system repairs
- As repairs were completed, systems were disinfected, flushed and sampled to ensure water quality

5

NEIGHBORHOOD: RAINBOW

- **August 26 –** The Boil Water Order was lifted after water quality samples demonstrated that water service met safe drinking water standards
- Five properties in Upper Rainbow remained under Boil Water Order a few days more, but now all properties in Rainbow are in service
- LVVWD continues to collect samples and monitor water quality

6

NEIGHBORHOODS: ECHO & CATHEDRAL ROCK

- **September 2** - The Boil Water Order was lifted after water quality samples demonstrated that water service met safe drinking water standards
- Crews restored well pumping operations and continue to monitor leak detection equipment deployed in area
- Well tanks and pipelines were flushed and disinfected; system was refilled with fresh drinking water and tested to ensure water quality
- Four homes (300 block of Echo Road) remain under Boil Water Order; main installation beginning today

SERVICE STATUS: **RESTORED**

7

NEIGHBORHOOD: OLD TOWN

- Damage to the roadways and water system was severe and requires extensive repairs
- Customers in Old Town remain under a boil water order until further notice
- Las Vegas Paving retained and has begun water system repair work
- No timeline yet to restore service, but utilizing contractor services will help effectuate repairs as swiftly as possible

SERVICE STATUS: **REPAIRS ONGOING**

8

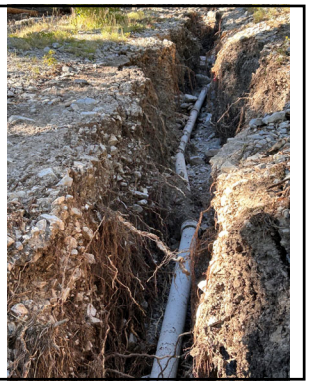
FUNDING

- Due to the extensive repairs needed, staff is pursuing all available funding, including insurance and federal/state emergency funding
- Staff is also exploring grant funding under other emergency programs
- Currently, the District is still compiling damage assessments and evaluating needed repairs to be able to pursue funding

9

CONTINUING CHALLENGES

- The remote location and ongoing road work hinder water crew access and system repairs
- Although the District is pursuing all means of funding for the system repairs, the repair work needed is substantial
- Additional potential precipitation events in the area threaten to impede repair efforts and cause additional damage
- The heavily saturated ground continues to seep with various spring flows



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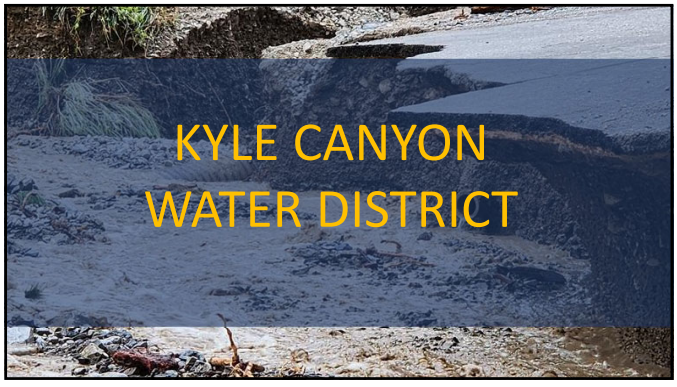

11

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

October 3, 2023

Subject:
Change Order

Petitioner:
Doa J. Ross, Deputy General Manager, Engineering

Recommendations:
That the Board of Directors approve and authorize the General Manager to sign Change Order No. 1 to the contract with Las Vegas Paving Corporation for on-call construction services for an increase not to exceed $10,000,000.

Fiscal Impact:
If the above recommendation is approved, the District will receive funds from a combination of insurance and federal assistance for the increase in services in an amount not to exceed $10,000,000. The expenditures from the initial award continue to be available in the District's Operating Budget.

Background:
On March 21, 2023, Contract No. 010361 (3560L), LVVWD Operations and Maintenance On-Call Support Services 2023-2029 (Contract), was awarded to Las Vegas Paving Corporation (LV Paving) in an annual amount of $2,500,000, with an option to renew annually from 2023 through 2029. The Contract provides for on-call construction services related to the maintenance and repair of water distribution pipelines, valves, hydrants, vaults, backflows, and treatment facilities, as well as emergency repairs. The Board of Directors further authorized a change order contingency amount of $250,000 to be used in accordance with Resolution No. 9-97.

On August 20, 2023, Tropical Storm Hilary passed through the Las Vegas Valley resulting in significant rainfall and flash flooding. As a result, the Kyle Canyon area sustained major impacts to its water system requiring extensive emergency repairs, including debris removal, roadwork, and replacement of more than 6,000 feet of pipeline and appurtenances. If approved, Change Order No. 1 will modify the Contract price by a total of $10,000,000 to allow LV Paving to provide these repairs. With this change, the total Contract amount for the current year is $12,750,000. All future annual renewals will remain available in the amount of $2,500,000, plus a $250,000 contingency. Change Order No. 1 requires Board approval as the recommended Contract increase exceeds the authority of the General Manager under the provisions of Resolution No. 2006-02 and Resolution No. 9-97.

This change order is authorized pursuant to NRS 338.143 and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this item.

JJE:DJR:JLB:MB:am
Attachments: Disclosure, Change Order

AGENDA ITEM # 2

Las Vegas Valley Water District
Southern Nevada Water Authority
Springs Preserve™

LVVWD/SNWA/SSEA
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Privately Held Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	1090
Corporate/Business EntityName:	Las Vegas Paving Corporation
Doing Business As:	
Street Address:	4420 South Decatur Blvd
City, State, and Zip Code	LAS VEGAS, Nevada 89103
Website:	www.lasvegaspaving.com
Contact Name:	Ryan Mendenhall
Contact Email:	Ryan.Mendenhall@lvpaving.com
Telephone No:	(702) 251-5800
Fax No:	(702) 251-4891

BUSINESS ENTITY OWNERSHIP LIST

All entities, with the exception of *publicly-traded corporations* and *non-profit organizations*, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board of Directors. (*If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties).*

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Publicly-traded corporations and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

No Ownership More than Five Percent (5%) Statement (if applicable):

Listed Disclosures Below *(additional supplemental information may be attached, if necessary):*

Additional Supplemental Information to be Attached?

Number of Board members/Officers?

Number of Owners? **1**

Names, Titles and Percentage Owned:

Full Name	**Title**	**% Owned** (Not required for Publicly Traded Corporations/Non-profit organizations)
Jay Smith	President	
Marc Mendenhall	Treasurer/Director	
Lori Mendenhall	Secretary/Director	
Ryan Mendenhall	Director	

Josh Mendenhall	Director
William Wellman	Director
Corey Newcome	Director
Clark Webster	Director
James Barker	Registered Agent/General Counsel/Director

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

Business Owner/Principal relationships to any Employee and/or Official of LVVWD, SNWA or SSEA must be listed whether that relationship is by blood "Consanguinity" or by marriage "Affinity". "Degree of consanguinity", first or second, of *blood* relatives is as follows:

Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)

Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

A.	Do any business/corporate entity members, partners, owners or principals have a spouse, registered domestic partner,child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)?	**No**
B.	Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity?	**No**

Disclosure of Employee Relationship/Ownership/Involvement: *(List any disclosures below)*

Category A/B	Business Owner/Principal Name	LVVWD/SNWA/SSEA Employee/Official and Job Title	Business Owner/Official Relationship to LVVWD/SNWA/SSEA Employee/Official	LVVWD/SNWA/SSEA Employee's/Official's Department

Business Entity Authorized Signature:

By providing an electronic signature in the indicated area below*, the signatory acknowledged and agreed to sign documents and contracts electronically and to receive by electronic delivery documents, contracts, notices, communications, and legally-required disclosures. Signatory also* certified, under penalty of perjury, that all of the information provided herein is current, complete, and accurate and that signatory is authorized to sign. Signatory also understands that the LVVWD/SNWA/SSEA Board of Directors will not take action on any item without the completed disclosure form.

Signer Name:	Ryan Mendenhall
Signer Title:	Director
Signer Email:	Ryan.Mendenhall@lvpaving.com
Signed Date:	5/25/2023
E-signed Acknowledgement:	Yes

LVVWD/SNWA/SSEA Review

This section to be completed and signed by the LVVWD/SNWA/SSEA Authorized ***Department*** Representative.

Y ***No*** Disclosure or Relationship is noted above or the section is not applicable.

N Disclosure or Relationship ***IS*** noted above (complete the following):

N – Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection processfor this item?

N – Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business inperformance of the contract?

Additional Comments or Notes:

By signing below, I confirm that I have reviewed this disclosure form and that it is complete and correct to the best of my knowledge.

	Kammler, Veronica	
Kammler, Veronica	Purchasing Analyst	6/26/2023
Signature	Print Name/Title	Date

LAS VEGAS VALLEY WATER DISTRICT
CONTRACT NO. 010361,
LVVWD OPERATIONS AND MAINTENANCE ON-CALL SUPPORT SERVICES 2023-2029
CHANGE ORDER NO. 1

Las Vegas Paving Corporation
4420 South Decatur Boulevard
Las Vegas, Nevada 89103

CONTRACTOR:

ITEM NO.	DESCRIPTION OF CHANGE	ADD/DEDUCT	AMOUNT
CO1	Modify the Contract Documents to increase the not-to-exceed cost for the Term that commenced on April 12, 2023, to add an additional $10,000,000 in spending authority, for the on-call contract due to unforeseen emergencies in Kyle Canyon. The not-to-exceed for any renewal terms shall remain as provided for in the Contract Documents.	ADD	$10,000,000
	TOTAL CHANGE IN CONTRACT TIME FOR FINAL COMPLETION	**NONE**	**NONE**
	TOTAL CHANGE IN CONTRACT PRICE	**ADD**	**$10,000,000**

All necessary adjustments to all other portions of the original Contract Documents, including but not limited to, all applicable specifications and drawing notes and details, as required by these changes, are hereby made.

This Change Order, executed by the Owner and the Contractor, shall constitute a full and final settlement of any and all claims by the Contractor for time extensions and/or additional costs arising out of the performance of the Work related to this Change Order. This settlement constitutes an agreement not to use this Change Order in association with any other Claim. All other requirements of Contract No. 010361 remain unchanged.

ACCEPTANCE BY CONTRACTOR:

BY: _____ DATE:_____

AUTHORIZED BY OWNER:

BY: _____ DATE:_____
John J. Entsminger, General Manager

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

October 3, 2023

Subject:
Agreement

Petitioner:
Doa J. Ross, Deputy General Manager, Engineering

Recommendations:
That the Board of Directors approve and authorize the General Manager to sign an agreement between the City of Henderson and the District, which terminates the December 1, 2020, interlocal agreement for the lease of temporary and emergency water service through the Bermuda 2745 Zone Pumping Station and Discharge Pipeline to the City of Henderson.

Fiscal Impact:
None by approval of the above recommendation.

Background:
On November 3, 2020, the Board of Directors approved an interlocal agreement (2020 Agreement) between the City of Henderson (City) and the District to lease temporary and emergency water service, up to a maximum of 20 million gallons per day, through the Bermuda 2745 Zone Pumping Station and Discharge Pipeline (Facilities) to the City.

Since approval of the 2020 Agreement, the City has determined that future water demands can continue to be met without the need to use the District's Facilities, and the City desires to terminate the 2020 Agreement.

If approved, the attached agreement will terminate in full the 2020 Agreement and any obligations, responsibility, and rights therein. By approval of this agreement, no payments will be made from the City to the District, regardless of due dates.

This agreement is being entered into pursuant to NRS 277.180 and Section 1(14) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the agreement.

JJE:DJR:JLB:ND:jlc
Attachment: Agreement

AGENDA ITEM # **3**

TERMINATION OF INTERLOCAL AGREEMENT

WHEREAS, on December 21, 2020, the CITY OF HENDERSON, a municipal corporation and political subdivision of the State of Nevada ("CITY") and the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada ("DISTRICT") (collectively the "Parties") entered into an Interlocal Agreement, City CMTS #23734, ("December 21, 2020, Interlocal Agreement") whereby the DISTRICT would lease temporary and emergency water service, up to a maximum of 20 million gallons per day (MGD), through the Bermuda 2745 Zone Pumping Station and Discharge Pipeline to the CITY;

WHEREAS, since approval of the December 21, 2020, Interlocal Agreement, the CITY has determined that future water demands can continue to be met without the need for use of the DISTRICT's Bermuda 2745 Pumping Station and Discharge Pipeline; and

WHEREAS, the CITY and the DISTRICT have agreed to terminate the December 21, 2020, Interlocal Agreement.

In consideration of the above recitals, the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the CITY and the DISTRICT hereby terminate the December 21, 2020, Interlocal Agreement and all duties and obligations pursuant to that agreement, with neither the CITY nor the DISTRICT having any outstanding or continuing obligations under the December 21, 2020, Interlocal Agreement.

(Signature Page Follows – This Space Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Termination of Interlocal Agreement to be executed and delivered by their duly authorized representatives as of the date of full execution of this Termination of Interlocal Agreement, as reflected on this signature page.

APPROVED AS TO FORM:

Gregory J. Walch
General Counsel

LAS VEGAS VALLEY WATER DISTRICT

John J. Entsminger
General Manager

Dated: _____

CITY OF HENDERSON
CLARK COUNTY, NEVADA

_____
RICHARD A. DERRICK
City Manager/CEO

Dated: _____

ATTEST:

_____
JOSE LUIS VALDEZ, CMC
City Clerk

APPROVED AS TO FUNDING:

_____
MARIA GAMBOA
Director of Finance

APPROVED AS TO CONTENT:

_____
PRISCILLA HOWELL
Director of Utility Services

APPROVED AS TO FORM:

_____ _____
NICHOLAS G. VASKOV CAO
City Attorney Review

CITY CMTS #: 23734

Date of Council Action:_____

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

October 3, 2023

Subject:
Agreement

Petitioner:
Doa J. Ross, Deputy General Manager, Engineering

Recommendations:
That the Board of Directors approve and authorize the General Manager to sign a cooperative agreement between the Nevada Division of Forestry and the District to conduct inmate conservation work detail services from the date of award through June 30, 2024, in an amount not to exceed $200,000, and authorize one renewal for an additional one-year term.

Fiscal Impact:
Funds requested for current-year expenditures are available in the District's Operating Budget. Funds for future-year expenditures will be budgeted accordingly.

Background:
Beginning July 1993, the Board of Directors approved multiple agreements with the State of Nevada, Department of Conservation and Natural Resources, Division of Forestry (NDF), for inmate conservation work detail services. The last agreement provided services through June 30, 2023.

The NDF conservation camps have been a vital source for labor to support District facilities requiring grounds maintenance services. If approved, the attached Grant of Right of Entry to Real Property and Forestry Work Project Agreement for Cooperators (Agreement) provides the terms and conditions that allow the District continued use of an inexpensive labor force to assist with site maintenance, planting and harvesting native plants, and removal of tamarisk and invasive and noxious vegetation deemed hazardous or harmful to the safe operations of reservoirs and well sites maintained by the District. Approval of this Agreement allows current conservation camp program services to continue through June 30, 2024, with an option to renew for one additional one-year term, and authorizes District staff to exercise the renewal option.

This agreement is being entered into pursuant to NRS 277.180 and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the agreement.

JJE:DJR:JLB:MH:jlc
Attachment: Agreement

AGENDA ITEM # 4

Nevada Division of Forestry

GRANT OF RIGHT OF ENTRY
TO
REAL PROPERTY
AND
FORESTRY WORK PROJECT AGREEMENT FOR COOPERATORS

Project # 24-14-0018

This Grant of Right of Entry to Real Property and Forestry Work Project Agreement for Cooperators ("Agreement") is entered into this ____ day of _____, 2023 by and between the State of Nevada, Department of Conservation and Natural Resources, Division of Forestry ("NDF") and Las Vegas Valley Water District hereinafter referred to as Cooperator.

RECITALS:

WHEREAS the NDF, desires to perform conservation work on the private property ("Property") listed in Attachment 1; and:

WHEREAS Cooperator acknowledges the benefit to the Property based on the proposed work plan; and

WHEREAS this described work will be performed by NDF personnel and/or conservation camp crews (NDOC inmates) under supervision and responsibility of NDF personnel and in accordance with the forestry work project agreement developed for this geographic area, community and/or real property, and:

WHEREAS the NDF requires permission of the Cooperator to enter the Property to perform such work:

NOW THEREFORE Cooperator hereby grants permission for NDF personnel and/or conservation camp crews to enter the Property in consideration for NDF's promise to perform the work described in the attached Project Plan and Agreement (the "Work"), Cooperator, and NDF agree to the following terms and conditions:

TERMS OF GRANT OF RIGHT OF ENTRY:

1. Cooperator agrees that his/her signature herein signifies consent and agreement to enter the Property to perform work under the Project Work Plan and Agreement (Attachments 1 & 2) for the Property subject to the terms of this Agreement.
2. This Agreement is personal to NDF and NDF may not assign this Agreement in whole or in part except upon approval of the Cooperator.
3. NDF personnel and/or conservation camp crews will perform the Work in a timely and efficient

manner according to the Project Work Plan and will leave the Property in an orderly condition upon completion of the project work.

4. The Work will be performed at a time agreed upon, in writing, between NDF and Cooperator.
5. Permission to access the Property by NDF personnel and/or conservation camp crews will at all times reside with the Cooperator, which may be revoked at any time.
6. This Agreement is intended to be a binding agreement between the parties. This Agreement does not obligate the Cooperator to pay any costs associated with the Work performed by NDF unless specified under the terms of the Financial Estimate (Attachment 2).
7. The Cooperator shall notify NDF of all known conditions on the Property that may present a hazard to NDF personnel and/or equipment and NDOC work crew inmates. NDF has examined the Property and acknowledges and accepts its condition as-is and where-is.
8. Each Party shall defend, indemnify and hold harmless the other Party, its Affiliates, and their respective directors, officers, partners, members, shareholders, agents, employees, subcontractors, successors and assigns (collectively, "Representatives") from and against any losses, damages and liabilities, including reasonable legal fees (collectively, "Losses") arising from (a) any claim, action, suit, proceedings, demand, investigation or assessment made or brought by any third party (collectively, "Claims") alleging injury or death of persons, or damage to or loss of property, to the extent caused by or arising from the negligent acts or omissions or acts of willful misconduct of the indemnifying Party, including Nevada Department of Corrections' ("NDOC") work crew inmates and other personnel, or otherwise arising out of or in any way related to the use or occupancy of the Property or any part thereof; or (b) any failure by the indemnifying Party or its Representatives to comply with applicable laws. The indemnity obligations herein shall survive the expiration or earlier termination of this Agreement.

TERMS OF FINANCIAL AGREEMENT:

Cooperator agrees to pay NDF for labor and equipment furnished for work on the project as described in Attachment 1, Project Plan and Agreement; Attachment 2, the Financial Estimate of Labor and Equipment Costs, if any, is the agreed upon cost for the project work that will be charged to Cooperator. Attachments 1 & 2 are incorporated herein as though set forth in full. NDF will bill Cooperator on a monthly basis for actual costs accrued based upon the rates in Attachment 2. Payment is due within thirty (30) days of Cooperator's receipt of the billing statement. Accounts sixty (60) days in arrears will be assessed interest at a rate of 1.5% per month until the account is paid in full. If suit is initiated by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fee plus costs of suit.

TERM:

This Agreement shall terminate upon the completion of the Work described herein or by June 30th 2024 whichever is earlier. The date of this Agreement may be extended by NDF due to lack of manpower as a result of the NDOC's actions in supplying the conservation camps with suitable inmates, or due to other priorities or emergencies as determined by NDF. Notwithstanding the foregoing, either party may terminate this Agreement upon five (5) days written notice to the other party.

NDF, by and through this Agreement, neither expressly nor impliedly warranties or guarantees the Work as to workmanship or conformity with plans, specifications, or other information not made available to NDF nor expressly made a part of this Agreement. NDF agrees to use its best efforts to complete this Work agreement in a timely manner. Cooperator expressly agrees that no cause of action shall accrue for failure of NDF to complete the job.

NDOC, as custodian of offenders under Nevada law, retains the right to impose conditions on the interactions of cooperator and inmates, which conditions are set forth in Attachment 3. Further, NDOC retains the right to review the Work to identify potential security concerns, and may modify or otherwise attach additional conditions to this Agreement in accordance with NDOC regulations and policies, subject to the agreement of the Cooperator. Inmate labor is the ultimate responsibility of NDOC; therefore, the offenders are not employees of Cooperator or NDF. Notwithstanding, NDF provides workman's compensation insurance for each inmate working under the terms of this Agreement and is fully responsible and shall indemnify, defend, and hold harmless Cooperator for inmate labor and all other personnel's actions, activities, and injuries while on the Property pursuant to this Agreement. These obligations shall survive the expiration or earlier termination of this agreement.

This Agreement represents the entire Agreement between the parties and may not be amended except in writing and signed by both parties. Security conditions, if any, by the Department of Corrections may be conveyed orally to the parties at any time Work is anticipated to commence at the Property. Cooperator's signature acknowledges he/she waives any right to seek damages against NDF on the basis of any claim, loss, or liability he or she may assert based on conservation work performed by NDF conservation crews under the terms and conditions of this Agreement, project plan and financial estimate. Cooperator agrees to a binding release under the terms set forth above. This Agreement shall be construed and interpreted according to the laws of the State of Nevada.

NEVADA DIVISION OF FORESTRY	**COOPERATOR**
_____	_____
NDF Representative and/ or	Printed Name / Title
_____	_____
Date	Signature
	_____
	Address
_____	_____
Camp Supervisor	City, State, Zip Code
	_____
	Phone Number
_____	_____
Date	E-mail address
	_____
	Billing address
_____	_____
Area Supervisor	City, State, Zip Code
_____	_____
Date	Accounts Payable E-mail address

Cooperator acknowledges receipt of a copy of this Agreement. _____
(initials)

Approved as to form: Aaron D. Ford, Attorney General

By: Craig Burkett, Deputy Attorney General

ATTACHMENT 1

NEVADA DIVISION OF FORESTRY
PROJECT PLAN AND AGREEMENT

Date: 8/01/2023 Program: Camp Three Lakes Valley and/ or Jean Camp

PROJECT NAME: Las Vegas Valley Water District	
LOCATION: Multiple LVVWD sites within the Las Vegas Valley area.	**COUNTY:** Clark
COOPERATOR: LVVWD 1001 S. Valley View Blvd Las Vegas NV 89153	**AGENCY:** Local Government
PROJECT AGENT: Supervisor Jack R. Corbin Jr.	**PHONE:** 702-258-3260

PURPOSE OF PROJECT:

Invasive and noxious vegetation removal for watershed protection and improvement.

PROPOSED STARTING DATE: TBD	**ESTIMATED WORKING DAYS:** TBD
SCHEDULED STARTING DATE: TBD	**CREW/ ENGINE ASSIGNED PROJECT:** Crews TBD

PROJECT TYPE and DESCRIPTION:

Labor assistance, as available and when not committed to higher priority projects. This may include the following tasks to be performed by NDF crew personnel:

1. Crews will perform general landscaping and the removal of vegetation deemed hazardous or harmful to the safe operation of reservoirs and well-sites around the Las Vegas Valley.
2. Crew Supervisors will remain at the work site until released by cooperator and will ensure facility is secured. Not to exceed his or her normal working hours.
3. Crew will wear required PPE including hardhats, eye protection, and chainsaw chaps for leg and foot protection.
4. Always utilize safe work practices while operating hand and power tools during the completion of projects.
5. Assist with the removal of noxious and invasive weeds, brush, and trees from sites. Also to include the cutting and stacking of Tamarisk.
6. Harvesting and planting of native plant species, ornamental, and/or other landscaping plants.
7. Utilize best management practices to avoid the ignition of wildfire.
8. Assistance with jute or coir log installation.
9. Perform general site clean up.
10. Support implementation of approved prescribed burn plans.
11. Support implementation of approved herbicide application plan. Including spraying stumps with herbicide within 20 minutes of cutting.

NDF does not guarantee the availability of crews due to emergency wildand fire response and/ or mandatory alignment with the Conservation Camp Program Project Prioritization Matrix per policy.

MATERIALS REQUIRED FROM COOPERATOR:

1. Bags for trash and debris 2. Specialized equipment tools and materials 3. Dumpsters and/ or trucks for the removal of slash and debris 4. Herbicide approved for site and species. 5. All specialized herbicide spray equipment and safety equipment. 6. Hip wading Boots. 7. Plant material.

CONTINUED ON _____ SHEETS

TECHNICAL PLANS REQUIRED:

Yes, for application of any herbicide, NDF will assist with the implementation of an approved plan. Yes, Prescribed Burn Plan.

CONTINUED ON ____ SHEETS

RMG
NDF Representative Initials

8/9/23
Date

Cooperator's Initials

Date

ATTACHMENT 2

FINANCIAL ESTIMATE

SUPERVISION and LABOR

Crew Supervisor or Other Personnel	Qty.	Cost/Day or Cost/Hour	Estimated Days or Hours	TOTAL
Conservation Crew Supervisor	1	$405.04/ Day	1 Day	$ 405.04
Inmate Crew Member	10	$2.18/ Day	1 Day	$ 21.80
				$ 0.00
				$ 0.00

Estimated Standard Rate for Supervision and Labor Subtotal: **$** 426.84

EQUIPMENT

Type	Cost per Day, Mile, or Hour	Estimated Days, Miles, or Hours	TOTAL
Conservation Crew Vehicle-Daily	$251.00/ Day	1 Day	$ 251.00
Conservation Crew Vehicle-Mileage	$1.90/ Mile	107 Miles	$ 203.30
			$ 0.00
			$ 0.00

Estimated Standard Rate for Equipment Subtotal: **$** 454.30

MISCELLANEOUS ITEMS

Description	Cost per Day, Hour, Mile, or Acre	Estimated Days, Hours, Miles or Acres	TOTAL
Chainsaw (two are included in CCV Daily cost)			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00

Estimated Standard Rate for Miscellaneous Items Subtotal: **$** 0.00

AS PER TERM AGREEMENT: **Funded with grant money through NDF** ☐ **And/ Or funded by Cooperator** ☐

ESTIMATED COST: **Standard Rate(Full Rate)..... $** 881.14

Discount/ Match..... $

Daily Rate (Negotiated, Set) **Non-Standard Rate..... $** 881.14

The State of Nevada Division of Forestry rates are based on a fiscal year between July 01 to June 30. All work performed after July 01 will be subject to the established reimbursement rates for that fiscal year.

Cooperator's Signature & Date

NDF Representative Signature & Date

ATTACHMENT 3

FOREST PRODUCTS EQUIPMENT FINANCIAL ESTIMATE

The following is an estimate for equipment that is administered by NDF's Forest Products Program. The Conservation Camp Program simply operates the listed equipment on conservation projects. This financial estimate is provided by camp program staff or other NDF staff to inform the cooperator of the approximate cost of the equipment that will be in addition to the labor and supervision provided by NDF's Conservation Camp Program. The Forest Products Program will provide a separate invoice for equipment use charges in conjunction with the Conservation Camp Program billing invoice for labor. The Cooperator will receive one billing summary of two separate invoices. The Cooperator may make one total amount payment to the Nevada Division of Forestry.

EQUIPMENT

Type	Cost per Hour, Mile, or Day	Estimated Hours, Miles, or Days	TOTAL
Chipper	$110.00/ hour	1/ Hour	$ 110.00
			$ 0.00
			$ 0.00
			$ 0.00

Estimated Standard Rate for Equipment Subtotal: **$** 110.00

FUEL USAGE

Equipment Type	Cost per Hour or Mile	Estimated units Gallons or Miles	TOTAL
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00

Estimated Actual Rate for FUEL USAGE Subtotal: **$** 0.00

AS PER TERM AGREEMENT: **Grant funded through NDF** ☐ **Or funded by Cooperator** ☐

ESTIMATED COST:

Standard Rate (Full Rate)..... $ 110.00

Discount/ Match..... $

Non-Standard Rate..... $

The Forest Products LLC rates are based on a fiscal year between July 01 to June 30. All equipment used after July 01 will be subject to the established reimbursement rates for that fiscal year. Fuel usage costs will be calculated by the actual daily fuel pricing per Nevada's Daily average. https://gasprices.aaa.com/?state=NV

Cooperator's Signature & Date

NDF Representative Signature & Date

ATTACHMENT 4

CONDITIONS REGARDING INTERACTIONS BETWEEN COOPERATOR AND WORK CREW INMATES

1. Cooperator agrees to direct any questions to the NDF Crew Supervisor and to limit communications with inmates.
2. Cooperator shall not give anything to any inmate, including, but not limited to food, beverages, or any material items such as money, tips or gifts, either directly or indirectly made. NDF Crew Supervisors report any incidents involving cooperators giving inmates food, drinks, money or gifts, to camp managers.
3. Cooperator shall not provide any personal information to any inmate, and shall not exchange letters, pictures, or telephone calls with inmates.
4. Cooperator shall have no physical contact with any inmate including, but not limited to: committing or engaging in any sexual conduct or act with any inmate, hugging, kissing, or handshakes.
5. Cooperator shall not provide legal assistance or advice to any inmate.
6. Cooperator shall not barter, trade, lend, or otherwise engage in any personal transaction with any inmate.
7. Cooperator shall not engage in any sort of financial transactions with inmates, including, but not limited to: establishing business relationships, forming partnerships, or loaning money or funds to inmates.
8. Cooperator shall not aid and abet any inmate that is attempting to or has escaped the custody of NDOC or NDF.

ATTACHMENT 5

Non-Standard Rate Justification Form

Project Type

- ◯ Conservation
- ◯ Community Service
- ◯ Emergency
- ◯ Other

Required details:

The Las Vegas Valley Water District is hiring to assist with removal of invasive, non-native, and/or noxious vegetation in and near reservoirs and well sites. This is for watershed basin protection and management.

Reduced Rate Type

- ◯ Hazardous Fuels Grant Match (Up to 30% Discount off of Standard Rate)
- ◯ Resource/ Conservation Grant Match (Up to 30% Discount off of Standard Rate)
- ◯ Daily Rate or Acre Rate (Negotiated, Reduced, Set amount per project workday or set amount per acre.)
- ◯ Total Rate (Negotiated, Reduced, Set amount for completion of the project)
- ◯ No Rate, Non-Reimbursable, Free Resource work, Community Service

Required detailed justification:

This is a negotiated set daily amount using current the standard FY24 reimbursement rates in consideration of LVVWD board approval and budgeting purposes. The approval is for this set amount to run through June 30, 2024, with a NDF approved one-year option provided to the Cooperator for the 2025 fiscal year (July 01, 2024 through June 30, 2025).

When determining the appropriateness of Non-Standard Rate justification, details and explanations are required on this document. Signature approval from a Camp Area Supervisor or Camp Program Manager or designee is required below.

	August 09, 2023
Camp Area Supervisor/Program Manager/ or Regional RMO / Regional FMO	Date

Explanation of Rates: **Standard or Full Rates are based on the Nevada Division of Forestry's set fiscal year rates for work performed from July 1st to June 30th. Be advised under the Standard Rate agreement, work performed after July 1st, will adjust to the new fiscal year rates. These rates can increase or decrease based on various factors after July 1st. Non-Standard Rates can be, but are not always defined as Reduced Rate or a Non-Reimbursable (No Rate). A Reduced Rate is when a qualifying discount or match component is allowed due to the work being performed is Hazardous Fuels removal initiated by a Grant and in correlation with a match component. A Reduced Rate may also occur if an agreement between NDF and a Federal, State, County, or local government agency, commission, or board to a negotiated set rate due to project funding and budget planning. This is categorized as a Daily Rate or Acre Rate which is negotiated, reduced, and set per crew workday or a per completed acre. The NDF Representative must follow guidelines for the negotiated Reduced Rate, which in most cases is projected to as close to Standard Rates as possible and has been determined that the project work is beneficial to the State of Nevada.**

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

October 3, 2023

Subject:
Amendments

Petitioner:
David L. Johnson, Deputy General Manager, Operations

Recommendations:
That the Board of Directors approve and authorize the President to sign an amendment to the Interlocal Agreement among Clark County, the Clark County Water Reclamation District, the University Medical Center of Southern Nevada, the Las Vegas Convention and Visitors Authority, the Las Vegas Valley Water District, the Clark County Regional Flood Control District, the Regional Transportation Commission of Southern Nevada, the Southern Nevada Health District, the Henderson District Public Libraries, the Mount Charleston Fire Protection District, the Las Vegas Metropolitan Police Department, the Moapa Valley Fire Protection District and the Eighth Judicial District Court, establishing the rates for the Self-Funded Group Medical and Dental Benefits Plans, effective January 1, 2024.

Fiscal Impact:
None by approval of the above recommendation.

Background:
Clark County established a self-funded group medical and dental benefits program in 1984 to provide group medical and dental benefits to the employees of the County and affiliated entities. The program consists of a preferred provider organization (PPO) plan and an exclusive provider organization (EPO) plan. The Board of Directors last approved a premium increase of 2 percent for the PPO plan and 1 percent for the EPO plan on November 15, 2022, for plan year 2023. A premium increase of 5 percent is being proposed for the PPO and EPO plans for plan year 2024. This increase will impact active and early retirees, with no proposed increase for Medicare retirees.

On September 19, 2023, the Board of County Commissioners approved the proposed increase and amendment, which additionally authorizes members of the Police Protective Association Civilian Employees ("PPACE") bargaining unit to be eligible to participate in the plan as employees of the Las Vegas Metropolitan Police Department, effective January 1, 2024.

This amendment is being entered into pursuant to NRS 277.180 and Sections 1(13), 9(1) and 9(2) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this amendment.

JJE:DLJ:MEM:jp
Attachments: Amendment, Exhibits

AGENDA ITEM # **5**

AMENDMENT TO INTERLOCAL AGREEMENT

WHEREAS, CLARK COUNTY, NEVADA; CLARK COUNTY WATER RECLAMATION DISTRICT; UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA; THE LAS VEGAS CONVENTION AND VISITORS AUTHORITY; THE LAS VEGAS VALLEY WATER DISTRICT; CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT; THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA; THE SOUTHERN NEVADA HEALTH DISTRICT; THE HENDERSON DISTRICT PUBLIC LIBRARIES; THE MOUNT CHARLESTON FIRE PROTECTION DISTRICT; THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT; THE MOAPA VALLEY FIRE PROTECTION DISTRICT; AND THE EIGHTH JUDICIAL DISTRICT COURT have jointly established a health, accident and life benefit program for their officers, employees, retirees and their dependents pursuant to an Interlocal Agreement, as amended, hereinafter referred to as the Agreement, and

WHEREAS, pursuant to the Agreement, the parties hereto subsequently adopted a self-funded group medical and dental preferred provider organization (PPO) plan and a self-funded group medical and dental exclusive provider organization (EPO) plan, hereinafter referred to as the Benefit Plans; and

WHEREAS, the rising cost of health care requires that, from time to time, the premiums paid by the parties be increased to maintain the Benefit Plans.

NOW, THEREFORE, it is agreed between the parties that the terms and conditions of the Agreement be amended to read as follows:

1. Each public agency will adopt and abide by specified Benefit Plan documents, which establish the terms and conditions of a self-funded medical and dental benefit program for enrolled employees, retirees and eligible dependents.
2. Clark County shall establish an internal service fund for the deposit of contributions and the payment of expenses for the operation of the benefit program.
3. On or before the 1st day of each month, beginning November 1, 1984, each public entity, which is a party to the Agreement, shall pay to Clark County its proportionate share of the monthly charges necessary to operate the Benefit Plans. In addition, each public entity shall budget, each year beginning July 1, 2001, an extra month (13th month) employer share in order to provide funds when, and if, the Executive Board determines, by majority vote of the members present, to remit additional funds, by the end of the fiscal year, in order to pay for unanticipated expenditures. The share of each public entity shall be calculated based on the number of employees, retirees and

dependents participating in the Benefit Plans. Effective January 1, 2014, the above referenced 13th month employer share premium payment will be replaced with a billing to each public entity for its portion of the underfunded retiree loss incurred the previous full calendar year. Each public entity's portion of the underfunded retiree loss will be based on each agency's proportionate share of the retirees enrolled in the Benefit Plans. The rates for the Benefit Plans shall be as set forth in the rate schedule attached hereto as Exhibit "A" and incorporated herein by this reference. The rates for continuation of coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, hereinafter referred to as "COBRA" P.L. 99-272, Title X, 10003, 100 Stat. 82, 232-237, shall be set forth in the rate schedule attached hereto as Exhibit "B" and incorporated herein by this reference.

4. A public agency, requesting participation in the Benefit Plans, shall pay an actuarially determined amount to fund their share of the Benefit Plans reserves and assets. The funding amount shall be paid on behalf of each participant who initially enrolls in the Benefit Plans.
5. The internal service fund, together with all interest or other accumulations, shall be used for the payment of expenses and charges necessary to provide the health, accident and life benefit program.
6. Clark County shall establish an Executive Board not to exceed seven members, which shall consist of representatives of management appointed from the governmental agencies participating in this agreement. The Executive Board shall meet periodically to review the financial performance of the program, evaluate and recommend contractors to the Board of County Commissioners, and negotiate plan changes with the Service Employees International Union subject to the approval of the governing bodies.
7. Clark County shall establish a seven-member committee, which shall consist of representatives from both labor and management appointed from the governmental agencies participating in the self-funded group medical and dental PPO plan. Effective January 1, 1991, the committee membership shall be increased to nine members. Effective December 1, 1994, the committee membership shall be increased to ten members through the addition of a labor representative. The committee shall meet periodically to resolve disputes and appeals from the claims administrator. Any disputes and appeals related to the self-funded group medical and dental EPO plan will be resolved by the claims administrator and shall not be discussed by the committee.
8. Each public agency may withdraw from this Agreement and participation in the benefit program by giving notice thereof sixty days prior to the anniversary date of the benefit program. Upon the public agency's withdrawal from the Benefit Plans the public agency may be eligible for a distribution of reserves and/or net assets to the extent that:

    A. All claims and expenses attributable to the public agency have been paid;

B. As required by NRS 354.6215, and as a result of the public agency's withdrawal from the Benefit Plans, the Board of County Commissioners has determined that an amount of the reserve or balance is no longer required, either in whole or in part; and

C. The amount of such excess reserve or balance is a result of contributions or premiums paid directly attributable to the public agency.

9. The effective date of the Las Vegas Valley Water District's participation in this Agreement shall be January 1, 1991.

10. The Regional Transportation Commission of Southern Nevada and the Clark County Regional Flood Control District, effective January 1, 2002, shall be recognized as separate participating members in this Agreement.

11. The effective date of the Southern Nevada Health District's participation in this Agreement shall be August 1, 2009.

12. The effective date of the Mount Charleston Fire Protection District's participation in this Agreement shall be May 19, 2015.

13. The effective date of the Las Vegas Metropolitan Police Department's participation in this Agreement shall be January 1, 2016. Participation is limited to the employer's appointed staff and dependents, and effective July 1, 2019, Deputy Sheriffs, and effective January 1, 2024, Police Protective Association Civilian Employees.

14. The effective date of the Chief of the Moapa Valley Fire Protection District's participation in this Agreement shall be July 27, 2020. Participation is limited to the Chief of the District and his or her covered dependents.

15. The effective date of the Eighth Judicial District Court's participation in this Agreement shall be July 1, 2022.

16. Effective January 1, 2014, any participating public agency's contemplated change in the employer/employee premium contribution calculation is subject to prior approval by the Plan Administrator, and may not be made absent Plan Administrator approval.

17. Nothing in this Agreement shall be construed as limiting the ability of any party hereto to decline to participate in any individual health, life or accident program jointly adopted by the parties pursuant to this Agreement, nor does it preclude any party hereto from providing its employees with a health, life or accident program not jointly adopted under this Agreement. Any party choosing not to participate in such jointly adopted program shall notify, in writing, the Chief Financial Officer, or designee, not later than sixty days prior to the initial effective date of that program or, if already in place, sixty days prior to the anniversary date of that program.

18. This Interlocal Agreement embodies all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Interlocal Agreement. No prior agreements or understandings pertaining to such matters, whether written or oral, shall be effective for any purpose after the effective date of this Agreement. No provision of this

Interlocal Agreement shall be modified or added to except by an agreement in writing signed by the parties hereto.

For the purpose of interpretation, this Interlocal Agreement has been prepared by all the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

DATE: _____

ATTEST:

BY: _____
LYNN MARIE GOYA, County Clerk

ATTEST:

BY: _____
LYNN MARIE GOYA, County Clerk

ATTEST:

BY: _____
LYNN MARIE GOYA, County Clerk

ATTEST:

BY:_____
ANTON NIKODEMUS, Vice Chair

ATTEST:

BY: _____
JOHN ENTSMINGER

ATTEST:

BY: _____
DEANNA HUGHES

ATTEST:

BY: _____
ANA DIAZ

COUNTY OF CLARK

BY: _____
JAMES B. GIBSON, Chair
Board of County Commissioners

CLARK COUNTY WATER RECLAMATION DISTRICT

BY: _____
TICK SEGERBLOM, Chair
Board of Trustees

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

BY: _____
WILLIAM MCCURDY II, Chair
Board of Trustees

LAS VEGAS CONVENTION AND VISITORS AUTHORITY

BY: _____
JAMES B. GIBSON, Chair
Board of Directors

LAS VEGAS VALLEY WATER DISTRICT

BY: _____
MARILYN KIRKPATRICK, President
Board of Directors

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT

BY: _____
JUSTIN JONES, Chair
Board of Directors

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

BY: _____
JUSTIN JONES, Chair
Board of Commissioners

ATTEST:

BY: _____
FERMIN LEGUEN, M.D.
District Health Officer or Designee

ATTEST:

BY: _____
TRUDY CASEY

ATTEST:

BY: _____
LYNN MARIE GOYA, County Clerk

ATTEST:

BY: _____
TANAKA WILSON

ATTEST:

BY: _____
LYNN MARIE GOYA, County Clerk

ATTEST:

BY: _____
LAUREN PENA

APPROVED AS TO FORM:

STEVEN B. WOLFSON, District Attorney

BY: _____
LISA LOGSDON
County Counsel

SOUTHERN NEVADA HEALTH DISTRICT

BY: _____
MARILYN KIRKPATRICK, Chair
Board of Health

HENDERSON DISTRICT PUBLIC LIBRARIES

BY: _____
DAVID ORTLIPP, Chair
Board of Trustees

MOUNT CHARLESTON FIRE PROTECTION DISTRICT

BY: _____
ROSS MILLER, Chair
Board of Fire Commissioners

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

BY: _____
SHERIFF KEVIN MCMAHILL

MOAPA VALLEY FIRE PROTECTION DISTRICT

BY: _____
MARILYN KIRKPATRICK, Chair
Board of Fire Commissioners

EIGHTH JUDICIAL DISTRICT COURT

BY: _____
STEVEN GRIERSON
Court Executive Officer

RATES EFFECTIVE 01/01/24

CLARK COUNTY, NEVADA
AND AFFILIATES
RATES EXHIBIT A

PREFERRED PROVIDER ORGANIZATION MEDICAL/DENTAL

ACTIVE EMPLOYEE RATES & EMPLOYEES WHO RETIRED BEFORE 12/31/02

Employee	$565.59
Spouse	$492.78
Children	$469.80
Spouse/Children	$913.23
Retiree Medicare	$361.98
Spouse Medicare	$454.29

RETIREE RATES FOR EMPLOYEES WHO RETIRED 01/01/03 & AFTER

	0-5 Years of Service	6-9 Years of Service	10 or More Years of Service
Retiree	$678.70	$622.16	$565.59
Spouse	$591.33	$542.05	$492.78
Children	$564.65	$516.80	$469.80
Spouse/Children	$1,095.87	$1,004.57	$913.23
Retiree Medicare	$434.36	$398.17	$361.98
Spouse Medicare	$545.15	$499.73	$454.29

Effective January 1, 2003, employees that retire from one of the participating public entities and elect to continue their health benefit coverage through this program, will remit the corresponding retiree premium rate as outlined in Exhibit "A" based on their cumulative years of service with any of the public entities within the benefit plan. Years of service is defined as the total of all years of service worked at any of the participating entities covered by this plan since 1984, or from the date any new entity joined the Clark County Self-Funded Group Medical and Dental Benefits Plans.

PREFERRED PROVIDER ORGANIZATION MEDICAL/DENTAL

RATES FOR RETIREES WITH PART B MEDICARE ONLY

	0-5 Years of Service	6-9 Years of Service	10 or More Years of Service
Member Only	$591.22	$537.37	$483.51
Member & Spouse both Medicare Part B	$1,099.24	$998.47	$897.66
Member & Spouse one Medicare Part B	$1,182.55	$1,079.42	$976.29
Member & Child	$1,155.87	$1,054.17	$953.31
Member & Family both Medicare Part B	$1,579.76	$1,438.95	$1,298.10
Member & Family one Medicare Part B	$1,687.09	$1,541.94	$1,396.74

Effective January 1, 2003, employees that retire from one of the participating public entities and elect to continue their health benefit coverage through this program, will remit the corresponding retiree premium rate as outlined in Exhibit "A" based on their cumulative years of service with any of the public entities within the benefit plan. Years of service is defined as the total of all years of service worked at any of the participating entities covered by this plan since 1984, or from the date any new entity joined the Clark County Self-Funded Group Medical and Dental Benefits Plans.
Effective January 1, 2008, premiums will be rounded down by one half of one cent for employees that are working less than 40 hours per week and are responsible for a prorate share of their health benefit cost.

EXCLUSIVE PROVIDER ORGANIZATION MEDICAL/DENTAL/VISION

ACTIVE EMPLOYEE RATES & RETIREE RATES

Employee	$654.17
Spouse	$570.56
Children	$543.67
Spouse/Children	$1,069.10
Retiree Medicare	$623.02
Spouse Medicare	$543.39
Surviving Spouse Medicare	$623.02

RATES EFFECTIVE 01/01/24

CLARK COUNTY, NEVADA
AND AFFILIATES
MONTHLY COBRA RATES FOR CONTINUATION COVERAGE
UNDER THE SELF-FUNDED GROUP MEDICAL AND DENTAL BENEFITS PLANS
EXHIBIT B

PREFERRED PROVIDER ORGANIZATION
EMPLOYEE & NON-PERS RETIREES COBRA RATES

	RATES
Member Only	$581.08
Member & Spouse	$1,086.17
Member & Child	$1,062.88
Member & Family	$1,518.87

EXCLUSIVE PROVIDER ORGANIZATION
EMPLOYEE & NON-PERS RETIREES COBRA RATES

	RATES
Member Only	$667.25
Member & Spouse	$1,249.22
Member & Child	$1,221.80
Member & Family	$1,757.74

The above rates for continuation of coverage represent 102 percent of the applicable premium for similarly situated beneficiaries of the Plans with respect to whom a qualifying event has not occurred pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), P.L. 99-272, Title X, Section 10003, 100 Stat. 82, 232-237. Clark County Risk Management will collect the entire continuation of coverage rate from the individual who has requested continued coverage.

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

October 3, 2023

Subject:
Amendment

Petitioner:
David L. Johnson, Deputy General Manager, Operations

Recommendations:
That the Board of Directors approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an amendment to the existing interlocal agreement among Clark County; the cities of Las Vegas, Henderson, North Las Vegas, Boulder City, and Mesquite; Southern Nevada Health District; Clark County Water Reclamation District; Clark County School District; Las Vegas Metropolitan Police Department; Clark County Regional Flood Control District; Clark County Department of Aviation; Regional Transportation Commission of Southern Nevada, Overton Power District 5; and the District for participation in a county-wide Geographic Information System project to provide GIS data and aerial imagery for an annual fee of $42,708 through June 30, 2026, authorize the General Manager to exercise additional annual renewal options, and authorize an increase of up to 5 percent for each annual renewal period.

Fiscal Impact:
Funds requested for current year expenditures are available in the District's Operating Budget. Funds for future year expenditures will be budgeted accordingly.

Background:
On January 4, 2022, the Board of Directors approved the Southern Nevada Geographic Information Interlocal Contract (Agreement) among Clark County; the cities of Las Vegas, Henderson, North Las Vegas, Boulder City and Mesquite; the Southern Nevada Health District; the Clark County Water Reclamation District; the Clark County School District; the Las Vegas Metropolitan Police Department; the Clark County Regional Flood Control District; the Clark County Department of Aviation; the Regional Transportation Commission of Southern Nevada; and the District for participation in the county-wide Geographic Information System (GIS) to provide access to GIS data and aerial imagery to Agreement participants and attached hereto as Attachment A. In September 2023, Overton Power District 5 (Overton) requested to be added as a participant to the Agreement, thereby lowering the costs for all existing participants, including the District.

If approved, this Amendment No. 1 to the Agreement (Amendment) adopts Overton as a participant and authorizes it to obtain access to GIS data and aerial imagery. The reduced contributions for each existing participant are reflected in the Amendment, and the District's annual contribution will be reduced from $43,000 to $42,708, which includes the central repository fee for the County to maintain the GIS dataset. All other terms and conditions of the Agreement remain the same. The Agreement, as amended, shall remain effective through June 30, 2026, with the District's option to renew annually thereafter, and includes an increase of up to 5 percent for each annual renewal period.

This Amendment is authorized pursuant to NRS 277.180 and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947, as amended. The office of the General Counsel has reviewed and approved the form of the Amendment.

JJE:DLJ:KSW:JJH:CAH:CH:jo
Attachments: Attachment A, Amendment

AGENDA ITEM # 6

ATTACHMENT A

SOUTHERN NEVADA
GEOGRAPHIC INFORMATION
INTERLOCAL CONTRACT

THIS INTERLOCAL CONTRACT ("Contract") is made and entered into this 17th day of May, 2022, by and amongst the County of Clark, State of Nevada (hereinafter "County," "Participant," or "Party"), the Cities of Las Vegas, Henderson, North Las Vegas, Boulder City, and Mesquite, Southern Nevada Health District, Clark County Water Reclamation District, Clark County School District, Las Vegas Metropolitan Police Department, Las Vegas Valley Water District, Clark County Regional Flood Control District, Clark County Department of Aviation and Regional Transportation Commission of Southern Nevada (referred to herein individually as the "Participant," or "Party," or collectively as the "Participants," or "Parties."), all of which are public agencies of the State of Nevada.

WITNESSETH:

WHEREAS, Nevada Revised Statutes Chapter 277.180 provides that two or more public agencies may enter into an interlocal contract for the performance of any governmental service, activity or undertaking which any of said agencies is authorized by law to perform; and

WHEREAS, the Parties hereto maintain a Geographic Information System (hereinafter "GIS") capable of providing automated graphic display and analysis, and multiple data layers and information (e.g., land records, land use and facilities); and

WHEREAS, the Parties hereto, all of which have incurred considerable costs associated with the development and implementation of their respective GIS, desire to share access to their GIS resources and data sets more fully described below as part of a cooperative effort on the part of the Parties hereto to provide a more cost effective and efficient operation of their GIS for use by the public; and

WHEREAS, the County has incurred significant costs associated with the creation of products improving the geodetic control and positional accuracy of its GIS, which products can be used to facilitate data sharing and application integration, and such improvements can be utilized by each Participant hereto to develop and improve their respective GIS resources; and

WHEREAS, the COUNTY has incurred significant costs associated with the acquisition of aerial imagery of the Clark County region, which is used by numerous agencies to develop and improve their respective GIS resources; and

WHEREAS, the COUNTY provides on-line map services, as technically feasible, which allow interested agencies the ability to access imagery using software capable of such; and

WHEREAS, representatives of the Parties hereto, together with representatives of other political subdivisions in Clark County, all of whom share a common interest in the development and improvement of their respective GIS, have met periodically for the purpose of exploring potential markets and marketing techniques for the sale of their respective GIS data, which may have the benefit of lowering the operational costs for each governmental entity that elects to participate with the parties hereto in this Contract.

WHEREAS, the Parties, or some of them, have previously entered into interlocal agreements dated May 1, 2018 and June 19, 2019 to share GIS imaging costs, and the Parties hereto desire to update and supersede those interlocals with this Agreement to share the costs of acquiring aerial imagery of certain areas within the Clark County region (the "Aerial Imagery Data").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

ATTACHMENT A

1. ANNUAL FUNDING FEE.

a. Within thirty (30) calendar days after receipt of an invoice from the County ("Annual Funding Fee Invoice"), which will be given on or around July 15th of each year of the annual imagery cycle unless requested sooner, the Parties shall pay to the County their respective funding fee ("Imagery Project Fee" plus "Central Repository Fee") as provided in the Annual Funding Fee Invoice.

b. The Imagery Project Fee shall not exceed the amount listed for each Party below in Table A unless Party has requested additional services from NearMap. If the additional service is specific to the Party, then the Party will pay the associated fee in addition to the fees noted in the Imagery Project Fee Table. If the additional services benefit multiple Parties, then the additional fee will be distributed among those Parties to be paid in addition to the fee noted in the Imagery Project Fee Table.

TABLE A

IMAGERY PROJECT FEE TABLE

AGENCY	**2022 - 2026**
CLARK COUNTY	$280,825
CLARK COUNTY DEPARTMENT OF AVIATION	$39,000
LAS VEGAS VALLEY WATER DISTRICT	$39,000
CITY OF LAS VEGAS	$39,000
CITY OF HENDERSON	$11,700
CLARK COUNTY REGIONAL FLOOD CONTROL	$11,700
LAS VEGAS METRO POLICE	$11,700
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA	$11,700
CLARK COUNTY WATER RECLAMATION	$11,700
SOUTHERN NEVADA HEALTH DISTRICT	$11,700
CLARK COUNTY SCHOOL DISTRICT	$11,700
CITY OF NORTH LAS VEGAS	$11,700
CITY OF MESQUITE	$1,625
CITY OF BOULDER CITY	$1,950
ESTIMATED TOTAL IMAGERY PROJECT FEE	**$495,000**

c. In addition to the Imagery Project Fee, each Participant, except Clark County Department of Aviation, shall pay to the County the funding fee for maintaining the CORE GIS Data Set ("Central Repository Fee"), which initially shall be in the amount of $4,000.

d. The Central Repository Fee (initially in the amount of $4,000) may be increased, as set forth immediately below, by the County on July 1, 2023, and each succeeding July 1 thereafter. The new Annual Funding Fee shall be the lesser of the following: 1) The prior fiscal year fee plus five (5) percent of the prior fiscal year fee. OR 2) the product of the following- Step 1: Divide the most current April entry from the Bureau of Labor Statistics Consumer Price Index-All Urban Consumers, West Region All Items ("Index") by the Index entry for the previous April. Step 2: Multiply the quotient obtained in Step 1 by the prior fiscal year fee.

e. In the event a Participant is added to, or withdraws from, this Contract in the prior fiscal year, the total revenue collected from the Participants in the prior fiscal year shall be divided by the total

number of Participants in the new fiscal year. The resulting quotient shall then be adjusted as set forth in paragraph 1-b and 1-c. to arrive at the new rate per Participant for the current fiscal year. If the remaining participants cannot pay the increased rate in the current fiscal year, then the increased rate difference will be added to the subsequent fiscal year's rates for the participants.

f. In the event any Participant hereto withdraws from this Contract, no fees shall be refunded to the withdrawing party.

g. Subsequent to the execution of this Contract by the initial Parties hereto, any public agency desiring to become part of this Contract must receive approval from the majority of the current Participants, and such approval as a Participant to this Contract will be subject to the condition that the public agency pay the Annual Funding Fee assessed for the current fiscal year. The Imagery Funding Fee will not be prorated based on the date a new Party is added to the Agreement.

h. Notification of the new fiscal year's rate will be sent to the Participants by June 1st of the current fiscal year.

2. SOUTHERN NEVADA GIS POLICY COMMITTEE. This committee shall be composed of one voting staff member from each Participant familiar with GIS policy matters. This committee will meet as needed to discuss policy issues, and to review and recommend changes to this Contract. The withdrawal from this Contract by any Participant hereto voids that Participant's voting membership in the Southern Nevada GIS Policy Committee. The County will Chair the Southern Nevada GIS Policy Committee.

3. COUNTY SERVICES. The County shall provide each Participant with the basic GIS services ("CORE GIS Services"), as available, described as follows:

a. Initial transfer to each Participant's GIS of all digital imagery acquired by the County and access to the updates thereof;

b. Initial transfer to the Participant's GIS of spatial and tabular data maintained by the County in the Southern Nevada GIS Central Repository and access to the updates thereof;

c. Network support services, if technically feasible, which facilitates the transfer and exchange of data to and from the Participants' GIS; and

d. Provide assistance in the design and implementation of the Participant's GIS resources, which is specifically suited to the Participant's application requirements, and provide informal training of the Participant's staff as a function of the design and implementation activities as the GIS Management Office resources permits.

4. CORE GIS DATA SET.

a. In addition to providing the CORE GIS Services set forth in Section 3 above, the County agrees to maintain within the Southern Nevada GIS Central Repository the CORE GIS DATA SET, which will include, but is not limited to, the data described below:

i. Land use data sets as provided by the County and the Participants;

ii. Parcel data sets and respective derivatives as provided by the County; and

iii. Street Centerline data sets and respective derivatives as provided by the County.

b. The Parties hereto agree to the following as it pertains to the CORE GIS Data Set:

i. Each Participant shall provide to the County timely updates to authorized spatial and tabular data with metadata maintained by the Participant.

ii. Data updates will be made available via electronic transfers in formats compatible with two minor versions prior to current release by the manufacturer.

iii. Each Participant and County agree to notify the other party within 90 days of any proposed changes to the database design or data structure for data maintained in the Southern Nevada GIS Central Repository.

c. The Parties hereto agree to maintain the current or previous (up to one year prior) data format supported by Esri, Inc.

d. Software releases that resolve security vulnerabilities or address manufacturer supportability issues will be addressed with priority over other software releases to ensure the protection of the GIS Repository Participants and related data.

5. SERVICES:
Each Party will be provided with the services, as available, described as follows:

a. The County will have responsibility of working directly with the vendor on the Imagery Contract. The County will ensure flight schedules meet contractual requirements. The County will have final approval on imagery delivery, acceptance, and ensuring it meets the County's quality standards.

b. The County will publish a map that shows the areas for which Imagery Data will be acquired for the annual Imagery Project cycle.

c. After receiving the Imagery Data, the County will load the imagery into their central data repository and make it available to its users and applications.

d. The Parties will work directly with vendor to get their credentials to acquire use of Imagery services.

6. DISPUTES. If a dispute arises between any Participant and the County concerning the terms of this Contract, the Parties will attempt to resolve the dispute through discussions and negotiations under the auspices of the County's GIS Management Office. In the event that an agreement cannot be reached, the dispute will be presented for resolution to the GIS Policy Committee. A majority of the quorum of current Participants may act to resolve the dispute. A quorum shall be no less than half plus one of the total numbers of current Participants. The decision of the GIS Policy Committee shall be final and binding on the Parties hereto. In the event that the decision is unfavorable or unacceptable to the Participant, nothing in this Section shall be construed to prohibit the Participant or the County from withdrawing from or terminating this Contract upon thirty days' notice as provided in Section 9 below.

7. FUTURE DISSEMINATION OF GIS DATA AND INFORMATION. In the event the County wishes to enter into a contract with an organization other than the Participants for the purpose of participating in geographic information database development or data dissemination, the County will present the proposed contract to the GIS Policy Committee for review. In determining whether to enter into an agreement with that organization, or whether to disseminate information other than as provided in Sections 16(c) and 16(g) below, the GIS Policy Committee shall consider and determine, as a minimum, the propriety and limits of such action under the standards and criteria set forth at NRS 719.350, and if such agreement or dissemination is appropriate, the additional fee to be required under NRS 239.054.

8. TERM. This Contract shall remain in force from July 1, 2022 or the date that it is ratified by

appropriate official action of the governing body of each Party, whichever is later, through June 30, 2026, and each Participant shall have the option to renew this Contract on an annual basis thereafter. Such option to renew shall be exercised by the renewing Participant notifying, in writing, all of the other Parties hereto of its intent to continue its participation under this Contract. Such written notification shall be made thirty (30) days prior to June 30, 2026, and each anniversary date thereafter.

9. RIGHT OF TERMINATION. Each Participant hereto may terminate their respective participation in this Contract, for any reason or no reason at all, with thirty (30) days prior written notice. Upon the effective date of any such termination, any and all rights and obligations of the terminating Participant shall be deemed at an end and canceled, except for such rights as may have previously accrued or vested. Such termination only terminates the terminating Participant's membership in this Contract. This Contract shall continue to be binding and in effect for the remaining non-terminating Participants.

10. ENTIRE AGREEMENT. This Contract constitutes the entire agreement and understanding of the Parties hereto and supersedes all other oral and written negotiations, agreements, contracts and understandings of every kind. The Parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Contract, has been made by anyparty hereto or its officers, employees, or other agents to induce execution of this Contract.

11. FORCE MAJEURE. Neither County nor any Participant shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to pandemics, strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

12. INDEPENDENT CONTRACTOR. The Parties hereto are associated with each other only for the purposes and to the extent set forth in this Contract. In respect to performance of services pursuant to this Contract, each Party is and shall be a public agency separate and distinct from the other Party, excluding Clark County Department of Aviation, and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships for an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

13. ASSIGNMENT PROHIBITED. No Party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of all of the other Parties.

14. THIRD PARTIES BENEFICIARIES EXCLUDED. Notwithstanding any other provision of this Contract, this Contract is intended for the sole and exclusive benefit of the Parties hereto and is not intended to benefit any other third party.

15. INVOICES. Invoices, payments, and notices shall be delivered to the Parties by personal service, hand delivery, electronically via email, or United States mail at the following addresses:

TO CLARK COUNTY DEPARTMENT OF AVIATION at majedk@mccarran.com

TO LAS VEGAS VALLEY WATER DISTRICT at invoices@lvvwd.coupahost.com

TO CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT
at AccountsPayable@regionalflood.org

TO CITY OF HENDERSON at ITFinance@cityofhenderson.com

ATTACHMENT A

TO CITY OF MESQUITE at invoices@mesquitenv.gov

TO CITY OF BOULDER CITY at AccountsPayable@bcnv.org

TO SOUTHERN NEVADA HEALTH DISTRICT at AP@SNHD.ORG and

Attn: Accounts Payable
P.O. Box 3902
Las Vegas, NV, 89127

TO REGIONAL TRANSPORTATION COMMISSION at

Regional Transportation Commission
Attn: IT
600 S Grand Central Pkwy Suite 350
Las Vegas NV 89106

TO THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT at Accounting@lvmpd.com

TO CLARK COUNTY WATER RECLAMATION DISTRICT
at accountspayable@cleanwaterteam.com

TO CLARK COUNTY SCHOOL DISTRICT at 0060-accounts-payable-inbox@nv.ccsd.net

TO CITY OF NORTH LAS VEGAS at

Director of Information Technology
City of North Las Vegas
2250 Las Vegas Blvd N, North Las Vegas, NV 89030

TO CITY OF LAS VEGAS at accountspayable@lasveganevada.gov

Department of Finance
ATTN: Accounts Payable
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101–2986

16. MISCELLANEOUS PROVISONS. The Parties hereto further agree to the following:

a. The rights and benefits of this Contract include the right of the Parties hereto to utilize the aforementioned data as permitted by law.

b. It is not the intent of any of the Parties hereto to violate any laws of the State of Nevada or of the United States. The Parties hereto agree that in the event any provision of this Contract is held by a court of competent jurisdiction to be in contravention of any such laws, the Parties hereto will enter into immediate negotiations thereon to rectify the clause or clauses in contravention. The remainder of this Contract shall remain in full force and effect.

c. The Parties hereto may disseminate information to the public as prescribed by

legislative acts and with the written approval of the source agency.

d. All costs and responsibility for hardware, software, computer communications equipment and supplies, data translation, and extraordinary support services not expressly identified herein are the responsibility of the respective Parties to this Contract.

e. No warranties or guarantees are expressed or implied as to the accuracy of the data provided by the departments or agencies of the Parties hereto.

f. Access to data is herein defined as the right to copies of data in a current or previous (up to one year) data format supported by Esri, Inc. made available via electronic transfers at no cost to the Parties hereto.

g. Except as provided in Section 7 above, electronic data exchanged under the terms of this Contract cannot be sold or disseminated by any of Parties hereto, except for that Party's contractors, in which case the data can only be used for the contracted work. This provision does not apply to data owned solely by the Party hereto. The County's GIS Management Office will facilitate the dissemination of data to the Party's contractor provided that Party forwards a letter approving such dissemination to the County's GIS Management Office.

h. It is understood by the Parties hereto that the County's GIS Management Office may enter into Data Subscriber Agreements with other governmental agencies or private companies to provide access to the Southern Nevada GIS Central Repository for a fee. The Data Subscriber Agreements will restrict use to only support internal activities for the respective organization. A list of Data Subscriber Agreements will be circulated at each GIS Policy Committee Meeting.

i. This Contract may be executed in counterparts, and when each Participant has signed and delivered at least one such counterpart to the County, each counterpart shall be deemed an original and taken together shall constitute one and the same Contract, which shall be binding and effective as to all the parties hereto.

IN WITNESS WHEREOF, the Parties hereto have set their hands the day and year so written.

ATTACHMENT A

CLARK COUNTY
Board of County Commissioners

Jim Gibson, Chair

ATTEST:

Lynn Goya, County Clerk

Date of Official Action:

May 17, 2022

Approved as to Form:

Nichole Kazimirovicz, Deputy District Attorney

ATTACHMENT A

LAS VEGAS VALLEY WATER DISTRICT, Participant

By: John J. Entsminger
John Entsminger

Title: General Manager

Approved as to form for the District:

By:
Brent Gunson
Senior Attorney

ATTACHMENT A

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, Participant

By: _____

Steven C. Parrish, P.E.
General Manager/Chief Engineer

Approved as to form for the District:

By: _____
Chris Figgins (Dec 9, 2021 15:27 PST)

Christopher Figgins
RFCD Attorney

ATTACHMENT A

Date of City Council Approval: December 7, 2021 CMTS#26143

CITY OF HENDERSON
CLARK COUNTY, NEVADA

DocuSigned by:

RICHARD A. DERRICK
City Manager/CEO

12/17/2021 | 8:16 AM PST
Date

ATTEST:

DocuSigned by:

JOSE LUIS VALDEZ, CMC
City Clerk

APPROVED AS TO FUNDING:

DocuSigned by:

JIM MCINTOSH
Chief Financial Officer

APPROVED TO CONTENT:

DocuSigned by:

Alyssa Rodriguez
Director of Information Technology

APPROVED AS TO FORM:

DocuSigned by:

NICHOLAS G. VASKOV
City Attorney

DS

CAO
Review

ATTACHMENT A

CITY OF MESQUITE, NV:

By: _____
Allan S. Litman, Mayor

Date: 1-31-22

ATTEST:

By: _____
Tracy E. Beck, City Clerk

Date: 1-31-2022

APPROVE AS TO FORM:

By: _____
Bryan J. Pack, City Attorney

Date: January 27, 2022

ATTACHMENT A

SOUTHERN NEVADA HEALTH DISTRICT, Participant

By: _____
Fermin Leguen, MD, MPH
District Health Officer

Date: 2/9/2022

Approved as to Form:

By: _____
Heather Anderson-Fintak, Esq.
General Counsel
Southern Nevada Health District

ATTACHMENT A

City of Boulder City, Participant

By: _____

Taylour Tedder, CEcD
City Manager

By: _____

Brittany Walker, Esq.
City Attorney

By: _____

Tami McKay, MMC, CPO
City Clerk

ATTACHMENT A

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

DocuSigned by:

BY: MJ Maynard
426D93C7E2244C6...

MJ MAYNARD, Chief Executive Officer 2/15/2022

ATTACHMENT A

LAS VEGAS METROPOLITAN POLICE DEPARMENT, Participant

By_____
Richard Hoggan
Chief Financial Officer

APPROVED AS TO FORM:

By_____ for
Liesl Freedman
General Counsel

ATTACHMENT A

CLARK COUNTY WATER
RECLAMATION DISTRICT
Board of Trustees

Tick Segerblom, Chairman

ATTEST:

Lynn Goya, County Clerk

Date of Official Action:

May 17, 2022

Approved as to Form:

David Stoft, General Counsel

ATTACHMENT A

Date of Commission Action:

April 6, 2022

CITY OF NORTH LAS VEGAS

BY

JOHN J.LEE
Mayor

Attest:

JACKIE RODGERS
City Clerk

Approved as to Form:

MICAELA RUSTIA MOORE
City Attorney

ATTACHMENT A

INTERLOCAL CONTRACT
SOUTHERN NEVADA GEOGRAPHIC INFORMATION SYSTEM

INTERLOCAL CONTRACT
SOUTHERN NEVADA GEOGRAPHIC INFORMATION SYSTEM

CLARK COUNTY SCHOOL DISTRICT

By: _____ 2/10/22

Irene A. Cepeda
President - Board of School Trustees

Date

By: _____ 2/10/22

Lola Brooks
Clerk – Board of School Trustees

Date

By: _____ 2.11.22

Jesus F. Jara, Ed. D.
Superintendent of Schools

Date

Approved As to Form:

_____ 1/14/22

Luke Puschnig
General Counsel

Date

ATTACHMENT A

CITY OF LAS VEGAS

Date of City Council Approval: April 20, 2022

By: _____
Carolyn G. Goodman, Mayor

Attest:

By: _____
LuAnn D. Holmes, MMC, City Clerk

Approved as to Form:

By: John S. Ridilla 3/29/22
Deputy City Attorney Date

John S. Ridilla
Chief Deputy City Attorney

4/20/22 Council item 16 - sk

AMENDMENT NO. 1
SOUTHERN NEVADA GEOGRAPHIC INFORMATIONINTERLOCAL CONTRACT

THIS AMENDMENT is made and entered into this _____ day of _____ 2023, by and amongst the County of Clark, State of Nevada (hereinafter "County," "Participant," or "Party"), the Cities of Las Vegas, Henderson, North Las Vegas, Boulder City, and Mesquite, Southern Nevada Health District, Clark County Water Reclamation District, Clark County School District, Las Vegas Metropolitan Police Department, Las Vegas Valley Water District, Clark County Regional Flood Control District, Clark County Department of Aviation and Regional Transportation Commission of Southern Nevada, Overton Power District 5 (referred to herein individually as the "Participant," or "Party," or collectively as the "Participants," or "Parties."), all of which are public agencies of the State of Nevada.

WITNESSETH:

WHEREAS, the parties entered into an agreement under INTERLOCAL CONTRACT, entitled "SOUTHERN NEVADA GEOGRAPHIC INFORMATION INTERLOCAL CONTRACT" dated July 1, 2022 (hereinafter referred to as INTERLOCAL); and

WHEREAS, the parties desire to amend the INTERLOCAL.

NOW, THEREFORE, the parties agree to amend the INTERLOCAL as follows:

1. Section 1. ANNUAL FUNDING FEE, Page 2, Table A, IMAGERY PROJECT FEE TABLE

Originally Written:

AGENCY	**2022 - 2026**
CLARK COUNTY	$280,825
CLARK COUNTY DEPARTMENT OF AVIATION	$39,000
LAS VEGAS VALLEY WATER DISTRICT	$39,000
CITY OF LAS VEGAS	$39,000
CITY OF HENDERSON	$11,700
CLARK COUNTY REGIONAL FLOOD CONTROL	$11,700
LAS VEGAS METRO POLICE	$11,700
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA	$11,700
CLARK COUNTY WATER RECLAMATION	$11,700
SOUTHERN NEVADA HEALTH DISTRICT	$11,700
CLARK COUNTY SCHOOL DISTRICT	$11,700
CITY OF NORTH LAS VEGAS	$11,700
CITY OF MESQUITE	$1,625
CITY OF BOULDER CITY	$1,950
ESTIMATED TOTAL IMAGERY PROJECT FEE	**$495,000**

Revised To Read:

AGENCY	**2022 - 2026**
CLARK COUNTY	$280,825
CLARK COUNTY DEPARTMENT OF AVIATION	$38,708
LAS VEGAS VALLEY WATER DISTRICT	$38,708
CITY OF LAS VEGAS	$38,708
CITY OF HENDERSON	$11,612
CLARK COUNTY REGIONAL FLOOD CONTROL	$11,612
LAS VEGAS METRO POLICE	$11,612
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA	$11,612
CLARK COUNTY WATER RECLAMATION	$11,612
SOUTHERN NEVADA HEALTH DISTRICT	$11,612
CLARK COUNTY SCHOOL DISTRICT	$11,612
CITY OF NORTH LAS VEGAS	$11,612
CITY OF BOULDER CITY	$1,935
CITY OF MESQUITE	$1,610
OVERTON POWER DISTRICT 5	$1,610
ESTIMATED TOTAL IMAGERY PROJECT FEE	**$495,000**

2. Section 15. INVOICES, Page 5

Originally Written:

TO CLARK COUNTY DEPARTMENT OF AVIATION at majedk@mccarran.com

TO LAS VEGAS VALLEY WATER DISTRICT at invoices@lvvwd.coupahost.com

TO CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT at AccountsPayable@regionalflood.org

TO CITY OF HENDERSON at ITFinance@cityofhenderson.com

TO CITY OF MESQUITE at invoices@mesquitenv.gov

TO CITY OF BOULDER CITY at AccountsPayable@bcnv.org

TO SOUTHERN NEVADA HEALTH DISTRICT at AP@SNHD.ORG and

Attn: Accounts Payable
P.O. Box 3902
Las Vegas, NV, 89127

TO REGIONAL TRANSPORTATION COMMISSION at

Regional Transportation Commission
Attn: IT
600 S Grand Central Pkwy Suite 350
Las Vegas NV 89106

TO THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT at Accounting@lvmpd.com

TO CLARK COUNTY WATER RECLAMATION DISTRICT at accountspayable@cleanwaterteam.com

TO CLARK COUNTY SCHOOL DISTRICT at 0060-accounts-payable-inbox@nv.ccsd.net

TO CITY OF NORTH LAS VEGAS at

Director of Information Technology
City of North Las Vegas
2250 Las Vegas Blvd N, North Las Vegas, NV 89030

TO CITY OF LAS VEGAS at accountspayable@lasveganevada.gov

Department of Finance
ATTN: Accounts Payable
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101–2986

Revised To Read:

TO CLARK COUNTY DEPARTMENT OF AVIATION at majedk@mccarran.com

TO LAS VEGAS VALLEY WATER DISTRICT at invoices@lvvwd.coupahost.com

TO CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT at AccountsPayable@regionalflood.org

TO CITY OF HENDERSON at ITFinance@cityofhenderson.com

TO CITY OF MESQUITE at invoices@mesquitenv.gov

TO CITY OF BOULDER CITY at AccountsPayable@bcnv.org

TO SOUTHERN NEVADA HEALTH DISTRICT at AP@SNHD.ORG and

Attn: Accounts Payable
P.O. Box 3902
Las Vegas, NV, 89127

TO REGIONAL TRANSPORTATION COMMISSION at

Regional Transportation Commission
Attn: IT
600 S Grand Central Pkwy Suite 350
Las Vegas NV 89106

TO THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT at Accounting@lvmpd.com

TO CLARK COUNTY WATER RECLAMATION DISTRICT at accountspayable@cleanwaterteam.com

TO CLARK COUNTY SCHOOL DISTRICT at 0060-accounts-payable-inbox@nv.ccsd.net

TO CITY OF NORTH LAS VEGAS at

Director of Information Technology
City of North Las Vegas
2250 Las Vegas Blvd N, North Las Vegas, NV 89030

TO CITY OF LAS VEGAS at accountspayable@lasveganevada.gov

Department of Finance
ATTN: Accounts Payable
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101–2986

TO OVERTON POWER DISTRICT #5 at smarshall@opd5.com

Overton Power District # 5
Shawna Marshall (AP)
PO BOX 395
Overton, NV 89040

3. Page 7, last paragraph

   Originally Written:
   "IN WITNESS WHEREOF, the Parties hereto have set their hands the day and year so written."

   Revised To Read:
   "This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals."

Except as expressly amended herein, the terms and conditions of the INTERLOCAL shall remain in full force and effect.

COUNTY:
COUNTY OF CLARK, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer

APPROVED AS TO FORM:
STEVEN B. WOLFSON, District Attorney

By: _____
JASON B. PATCHETT
Deputy District Attorney

LAS VEGAS VALLEY WATER DISTRICT, Participant

By: _____
John J. Entsminger
Title: General Manager

Approved as to form for the District:

By: _____
Brent Gunson
Senior Attorney

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, Participant

By: _____

Steven C. Parrish, P.E.
General Manager/Chief Engineer

Approved as to form for the District:

By: _____

Christopher Figgins
RFCD Attorney

Date of City Council Approval:_____

CITY OF HENDERSON
CLARK COUNTY, NEVADA

_____ _____
RICHARD A. DERRICK Date
City Manager/CEO

ATTEST:

_____
JOSE LUIS VALDEZ, CMC
City Clerk

APPROVED AS TO FUNDING:

_____
JIM MCINTOSH
Chief Financial Officer

APPROVED TO CONTENT: APPROVED AS TO FORM:

_____ _____ _____
Alyssa Rodriguez NICHOLAS G. VASKOV CAO
Director of Information Technology City Attorney Review

CITY OF MESQUITE, NV:

By:_____
Allan S. Litman, Mayor

Date:_____

ATTEST:

By: _____
Tracy E. Beck, City Clerk

Date:_____

APPROVE AS TO FORM:

By: _____
Bryan J. Pack, City Attorney

Date: _____

SOUTHERN NEVADA HEALTH DISTRICT, Participant

ATTEST:

By:_____
Fermin Leguen, MD, MPH
District Health Officer

Date:_____

Approved as to Form:

By:_____
Heather Anderson-Fintak, Esq.
General Counsel
Southern Nevada Health District

City of Boulder City, Participant

By: _____
Taylour Tedder, CEcD
City Manager

By:_____
Brittany Walker, Esq.
City Attorney

By:_____
Tami McKay, MMC, CPO
City Clerk

Date of Commission Action:
COMMISSION

REGIONAL TRANSPORTATION

OF SOUTHERN NEVADA

_____

BY:

_____

DEBRA MARCH, Chairwoman

Attest:

_____

MARIN DUBOIS, Senior Management Analyst

Approved as to Form:

_____

RTC Legal Counsel

LAS VEGAS METROPOLITAN POLICE DEPARMENT, Participant

By_____
Richard Hoggan
Chief Financial Officer

APPROVED AS TO FORM:

By_____
Liesl Freedman
General Counsel

CLARK COUNTY WATER
RECLAMATION DISTRICT
Board of Trustees

_____

Tick Segerblom, Chairman

ATTEST:

_____

Lynn Goya, County

Clerk

Date of Official Action:

_____

Approved as to Form:

_____

David Stoft, General Counsel

Date of Commission Action:

CITY OF NORTH LAS VEGAS

_____

BY:

_____

JOHN J. LEE
Mayor

Attest:

_____

JACKIE RODGERS
Acting City Clerk

Approved as to Form:

_____

MICAELA RUSTIA MOORE
City Attorney

CLARK COUNTY SCHOOL DISTRICT

By: _____ _____

Linda Cavazos — Date
President- Board of School Trustees

Approved As to Form:

_____ _____

Luke Puschnig — Date
General Counsel

CITY OF LAS VEGAS

_____

Carolyn G. Goodman, / <DATE>

ATTEST:

_____

Luann D. Holmes, MMC, / <DATE>

Approved as to Form:

_____

Deputy City Attorney Date

OVERTON POWER District, Participant

By_____
Mendis Cooper
General Manager

APPROVED AS TO FORM:

By_____

General Counsel

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

October 3, 2023

Subject:
Amendment

Petitioner:
David L. Johnson, Deputy General Manager, Operations

Recommendations:
That the Board of Directors approve and authorize the President to sign an amendment to the Self-Funded Group Medical and Dental Benefits Exclusive Provider Organization (EPO) Plan among Clark County, Clark County Water Reclamation District, University Medical Center of Southern Nevada, Las Vegas Convention and Visitors Authority, Las Vegas Valley Water District, Clark County Regional Flood Control District, Regional Transportation Commission of Southern Nevada, Southern Nevada Health District, Henderson District Public Libraries, Mount Charleston Fire Protection District, Las Vegas Metropolitan Police Department, Moapa Valley Fire Protection District and the Eighth Judicial District Court, adopting an amended Self-Funded Group Medical and Dental Benefits EPO Plan, effective January 1, 2024.

Fiscal Impact:
None by approval of the above recommendation.

Background:
Clark County established a self-funded group medical and dental benefits program in 1984 to provide group medical and dental benefits to the employees of Clark County and affiliated entities. Historically, the program has consisted of a preferred provider organization (PPO) plan. On August 17, 2021, the Board of County Commissioners approved an amendment to the Interlocal Agreement implementing the Self-Funded Group Medical and Dental Benefits EPO Plan (the Plan), effective January 1, 2022. The District's Board of Directors (Board) approved the Plan on November 2, 2021, and the Plan is brought before the Board for approval annually.

The following are among the proposed modifications for the upcoming Plan Year, effective January 1, 2024:

- The addition of children under legal guardianship
- The removal of the $72K benefit limitation, 1,500 hour maximum and age mandate from Autism benefits
- The addition of a 3rd tier pharmacy benefit for GLP-1-FSA approved weight loss medication(s)
- The addition of SB 163 Legislative mandates
- The removal of a 60-day maximum from Inpatient Medical Rehabilitation coverage
- The removal of a 100-day maximum on Residential Treatment Center coverage

The amended Plan has been discussed with represented members, as required by governing bargaining agreements.

This amendment is being entered into pursuant to NRS 277.180 and Sections 1(13), 9(1) and 9(2) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this amendment.

JJE:DLJ:MEM:jp
Attachments: Amendment

AGENDA ITEM # 7

CLARK COUNTY
EXCLUSIVE PROVIDER ORGANIZATION (EPO) PLAN

Health and Dental Benefit Summary Plan Description
7670-00-414937
7670-05-414937
7670-02-414937

Benefit Plan(s) 003, 004
~~Benefit Plan(s) 002~~

Revised 01-01-~~2023~~2024

BENEFITS ADMINISTERED BY

UMR℠

A UnitedHealthcare Company

Table of Contents

CLARK COUNTY EPO

GROUP HEALTH BENEFIT PLAN

SUMMARY PLAN DESCRIPTION

INTRODUCTION

The purpose of this document is to provide You and Your covered Dependents, if any, with summary information on benefits available under this Plan as well as with information on a Covered Person's rights and obligations under the CLARK COUNTY EPO, Group Health Benefit Plan (the "Plan"). You are a valued Employee of CLARK COUNTY EPO, and Your employer is pleased to sponsor this Plan that may assist in Your health care needs. Please read this document carefully and contact Your Health Benefits Department if you have questions or require further assistance.

CLARK COUNTY, NEVADA is named the Plan Administrator for this Plan. The Plan Administrator has retained the services of an independent Third-Party Administrators to process claims and handle other duties for this self-funded Plan. The Third-Party Administrators for this Plan are UMR, Inc. (hereinafter "UMR") for medical claims, and Navitus Health Solutions for pharmacy claims. The Third-Party Administrators do not assume liability for benefits payable under this Plan, since they are solely claims-paying agents for the Plan Administrator.

The employer assumes the sole responsibility for funding the Plan benefits out of general assets; however, Employees help cover some of the costs of covered benefits through contributions, Deductibles, out-of-pocket amounts, and Plan Participation amounts as described in the Schedule of Benefits. All claim payments and reimbursements are paid out of the general assets of the employer and there is no separate fund that is used to pay promised benefits.

Some of the terms used in this document begin with capital letters, even though such terms normally would not be capitalized. These terms have special meaning under the Plan. Most capitalized terms are listed in the Glossary of Terms, but some are defined within the provisions in which they are used. Becoming familiar with the terms defined in the Glossary of Terms will help You to better understand the provisions of this Plan.

Each individual covered under this Plan will be receiving an identification card that he or she may present to providers whenever he or she receives services. On the back of this card are phone numbers to call in case of questions or problems.

This document contains information on the benefits and limitations of the Plan and will serve as both the Summary Plan Description (SPD) and Plan document. Therefore it will be referred to as both the SPD and the Plan document.

This document became effective on January 1, ~~2022~~2024.

PLAN INFORMATION

Plan Name	CLARK COUNTY EXCLUSIVE PROVIDER ORGANIZATION (EPO) GROUP HEALTH BENEFIT PLAN
Name And Address Of Employer	CLARK COUNTY, NEVADA 500 S GRAND CENTRAL PKWY LAS VEGAS NV 89155
Name, Address, And Phone Number Of Plan Administrator	CLARK COUNTY, NEVADA 500 S GRAND CENTRAL PKWY LAS VEGAS NV 89155 702-455-4544
Named Fiduciary	CLARK COUNTY, NEVADA
Claims Appeal Fiduciary For Medical Claims	UMR
Employer Identification Number Assigned By The IRS	88-6000028
Type Of Benefit Plan Provided	Self-Funded Health and Welfare Plan providing group health benefits.
Type Of Administration	The administration of the Plan is under the supervision of the Plan Administrator. The Plan is not financed by an insurance company and benefits are not guaranteed by a contract of insurance. UMR provides administrative services such as claim payments for medical claims.
Name And Address Of Agent For Service Of Legal Process	KIMBERLY BUCHANAN CLARK COUNTY, NEVADA 500 S GRAND CENTRAL PKWY / DEPUTY DISTRICT ATTORNEY LAS VEGAS NV 89155
Benefit Plan Year	Benefits begin on January 1 and end on the following December 31. For new Employees and Dependents, a Benefit Plan Year begins on the individual's Effective Date and runs through December 31 of the same Benefit Plan Year.
Compliance	It is intended that this Plan comply with all applicable laws. In the event of any conflict between this Plan and the applicable law, the provisions of the applicable law will be deemed controlling, and any conflicting part of this Plan will be deemed superseded to the extent of the conflict.

Discretionary Authority

The Plan Administrator will perform its duties as the Plan Administrator and in its sole discretion, will determine appropriate courses of action in light of the reason and purpose for which this Plan is established and maintained. In particular, the Plan Administrator will have full and sole discretionary authority to interpret all Plan documents, including this SPD, and make all interpretive and factual determinations as to whether any individual is entitled to receive any benefit under the terms of this Plan. Any construction of the terms of any Plan document and any determination of fact adopted by the Plan Administrator will be final and legally binding on all parties, except that the Plan Administrator has delegated certain responsibilities to the Third-Party Administrators for this Plan. Any interpretation, determination, or other action of the Plan Administrator or the Third-Party Administrators will be subject to review only if a court of proper jurisdiction determines its action is arbitrary or capricious or otherwise a clear abuse of discretion. Any review of a final decision or action of the Plan Administrator or the Third-Party Administrators will be based only on such evidence presented to or considered by the Plan Administrator or the Third-Party Administrators at the time they 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 or the Third-Party Administrators make, in their sole discretion, and further, means that the Covered Person consents to the limited standard and scope of review afforded under law.

MEDICAL SCHEDULE OF BENEFITS

Benefit Plan(s) 003, 004

All health benefits shown on this Schedule of Benefits are subject to the following: Co-pays, Plan Participation rates, and out-of-pocket maximums, if any. Refer to the Out-of-Pocket Expenses and Maximums section of this SPD for more details.

Benefits listed in this Schedule of Benefits are subject to all provisions of the Plan, including any benefit determination based on an evaluation of medical facts and covered benefits. Refer to the Covered Medical Benefits and General Exclusions sections of this SPD for more details.

Important: Prior authorization may be required before benefits will be considered for payment. Failure to obtain prior authorization may result in a penalty or increased out-of-pocket costs. Refer to the UMR CARE section of this SPD for a description of these services and prior authorization procedures.

Note: Refer to the Provider Network section for clarifications and possible exceptions to the in-network or out-of-network classifications.

If a benefit maximum is listed in the middle of a column on the Schedule of Benefits, it is a combined Maximum Benefit for services that the Covered Person receives from all in-network and out-of-network providers and facilities.

	UNIVERSITY MEDICAL CENTER/SHO	IN-NETWORK AND OOA SHO/ UHC CP	OUT-OF-NETWORK
~~**Plan Participation Rate, Unless Otherwise Stated Below:**~~ • ~~Paid By Plan~~	~~100%~~	~~100%~~	
Annual Total Out-Of-Pocket Maximum Excluding The Prescription Benefit Out-Of-Pocket Maximum: • Per Person • Per Family – Individual Embedded Out-Of-Pocket Maximum ***Note: Embedded Out-Of-Pocket Maximum Means That If You Have Family Coverage, Any Combination Of Covered Family Members May Help Meet The Family Out-Of-Pocket Maximum; However, No One Person Will Pay More Than His Or Her Embedded Individual Out-Of-Pocket Maximum Amount.***	 $3,750 $7,750 $3,750	 $3,750 $7,750 $3,750	
Ambulance Transportation: **Ground:** • Co-pay Per Trip (Waived If Patient Is Admitted As Inpatient) • ~~Paid By Plan~~	No Benefit	 $50 ~~100%~~	

Effective: 01-01-2022	UNIVERSITY MEDICAL CENTER / SHO	IN-NETWORK AND OOA SHO / UHC CP	OUT-OF-NETWORK
Air: • Co-pay Per Trip (Waived If Patient Is Admitted As Inpatient) • ~~Paid By Plan~~ ***Note: SHO Non-Emergency Arranged Transfers Are Covered At 100%.***		$50 ~~100%~~	
Anti-Cancer Drug Therapy, Non-Cancer Related Drug Therapy Or Other Medically Necessary Therapeutic Drug Services: • Co-pay Per Day • ~~Paid By Plan~~ ***Note: Co-pay Is In Addition To The Physician's Office Visit Co-pay / Cost Share.***	$10 ~~100%~~	$10 ~~100%~~	No Benefit
Autism Services - Refer To The Covered Medical Benefits Section For Details: **Autism Services:** • Paid By Plan **ABA Therapy:** • Co-pay Per Visit • ~~Maximum Benefit Per Calendar Year~~ • ~~Dollar Maximum Per Calendar Year~~ • ~~Paid By Plan~~ ~~***Note: Covered For Children Under The Age Of 18 Or If Enrolled In High School, Until Such Member Reaches The Age Of 22. Benefit Applies When Billed With Primary Diagnosis Of Autism.***~~	100% $10 ~~1,500 Hours~~ ~~$72,000~~ ~~100%~~	100% $10 ~~100%~~	No Benefit
Dialysis: • Co-pay Per Day • ~~Paid By Plan~~ ***Note: Co-pay Is In Addition To The Physician's Office Visit Co-pay / Cost Share.***	$10 (University Medical Center) ~~100%~~	$10 (Fresenius) ~~100%~~	No Benefit
Durable Medical Equipment: • Maximum Benefit Every 3 Years • Paid By Plan	No Benefit	1 Purchase Of A Type Of Durable Medical Equipment Including Repair And Replacement 100%	No Benefit

	UNIVERSITY MEDICAL CENTER / SHO	IN-NETWORK AND OOA SHO / UHC CP	OUT-OF-NETWORK
Breast Prostheses: • Maximum Benefit Per Calendar Year • Paid By Plan		1 Prosthesis Per Breast 100%	
Camisoles: • Maximum Benefit Per Calendar Year • Paid By Plan		2 Camisoles 100%	
Compression Stockings: • Maximum Benefit Per Calendar Year • Paid By Plan ***Note: One Pair Equals Two Units, One Limb Equals One Unit And Compression Panty Hose Equals One Unit.***		6 Pairs 100%	
Insulin Pumps And Diabetic Equipment: • Co-pay Per Device • ~~Paid By Plan~~		$20 ~~100%~~	
Emergency Services / Treatment:			
Urgent Care: • Co-pay Per Visit • ~~Paid By Plan~~	$20 ~~100%~~ (UMC Quick Care Only)	$20 ~~100%~~	
Walk-In Retail Health Clinics: • Co-pay Per Visit • ~~Paid By Plan~~	$10 ~~100%~~	$20 ~~100%~~	No Benefit
Emergency Room Only: • Co-pay Per Visit (Waived If Admitted As Inpatient Within 24 Hour(s)) • ~~Paid By Plan~~	$500 ~~100%~~	$500 ~~100%~~	
Emergency Physicians Only: • ~~Paid By Plan~~	100% covered	100% covered	
Extended Care Facility Benefits, Such As Skilled Nursing, Convalescent, Or Subacute Facility: • Co-pay Per Admission (Waived If Admitted From An Acute Care Facility) • Maximum Days Per Calendar Year • ~~Paid By Plan~~	Not Applicable 100 Days ~~100%~~	$250 ~~100%~~	No Benefit

	UNIVERSITY MEDICAL CENTER / SHO	IN-NETWORK AND OOA SHO / UHC CP	OUT-OF-NETWORK
Gender Transition: ~~From Age 18~~ • ~~Maximum Benefit Per Lifetime On All County Plans – 1 Change~~ • Paid By Plan ***Note: Also, Member Must Have Been Confirmed With Gender Dysphoria And Actively Participating In A Recognized Gender Identity Treatment Program. ~~There Will Be No Coverage For The Reversal Of Such Surgery, Travel Costs Or Cosmetic Surgery.~~***	100% After All Applicable Copayments		No Benefit
Hearing Services: **Exams, Tests:** • ~~Paid By Plan~~ **Hearing Aids:** • Maximum Benefit Every 3 Years • ~~Paid By Plan~~ **Implantable Hearing Devices:** • ~~Paid By Plan~~	 100% covered No Benefit 100% covered	 100% covered $3,000 ~~100%~~ 100% covered	No Benefit
Home Health Care Benefits: • ~~Paid By Plan~~ ***Note: A Home Health Care Visit Will Be Considered A Periodic Visit By A Nurse, Qualified Therapist, Or Qualified Dietician, As The Case May Be, Or Up To Four Hours Of Home Health Care Services.***	No Benefit	100% covered	No Benefit
Hospice Care Benefits: **Inpatient Hospice Services Only:** • Co-pay Per Day • Maximum Co-pay Per Admission • ~~Paid By Plan~~ **Inpatient Hospice Physician Charges Only:** • ~~Paid By Plan~~ **Outpatient Hospice Services / Outpatient Hospice Physician Charges:** • ~~Paid By Plan~~	 Not Applicable Not Applicable 100% covered 100% covered No Benefit	 $350 $1,750 ~~100%~~ 100% covered 100% covered	No Benefit

	UNIVERSITY MEDICAL CENTER / SHO	IN-NETWORK AND OOA SHO / UHC CP	OUT-OF-NETWORK
Bereavement Counseling:			
• Co-pay Per Visit	$10	$20	
• Maximum Benefit Per Calendar Year	5 Sessions		
• ~~Paid By Plan~~	~~100%~~	~~100%~~	
Note: Limit Applies To Group Therapy Sessions. Group Therapy Is The Only Covered Benefit Under Bereavement Counseling.			
Inpatient Respite Care:			
• Maximum Benefit Including Outpatient Respite Care	5 Inpatient Days Or 5 Outpatient Visits Per 90 Days Of Home Hospice Care		
• ~~Paid By Plan~~	100% covered	100% covered	
Outpatient Respite Care: Included In Inpatient Respite Care Maximum	No Benefit		
• Co-pay Per Visit		$10	
• Paid By Plan		100%	
Hospital Services:			No Benefit
Pre-Admission Testing:			
• ~~Paid By Plan~~	100% covered	100% covered	
Inpatient Services Only; Room And Board Subject To The Payment Of Semi-Private Room Rate Or Negotiated Room Rate:			
• Co-pay Per Day	Not Applicable	$350	
• Maximum Co-pay Per Admission	Not Applicable	$1,750	
• ~~Paid By Plan~~	100% covered	~~100%~~	
Inpatient Physician Charges Only:			
• ~~Paid By Plan~~	100% covered	100% covered	
Inpatient Rehabilitation (Specifically Physical Therapy / Occupational Therapy / Speech Therapy):			
• ~~Maximum Days Per Calendar Year~~	~~60 Days~~		
• ~~Paid By Plan~~	100% covered	100% covered	
Outpatient Services / Outpatient Physician Charges:			
• ~~Paid By Plan~~	100% covered	100% covered	
Outpatient Advanced Imaging Charges:			
• Co-pay Per Test Or Procedure	Not Applicable	$10	
• ~~Paid By Plan~~	100% covered	100% covered	
Outpatient Lab And X-Ray Charges:			
• Co-pay Per Visit	Not Applicable	$5	
• ~~Paid By Plan~~	100% covered	~~100%~~	

	UNIVERSITY MEDICAL CENTER / SHO	IN-NETWORK AND OOA SHO / UHC CP	OUT-OF-NETWORK
Outpatient Surgery Only: • Co-pay Per Visit • ~~Paid By Plan~~ **Outpatient Surgeon Charges Only:** • ~~Paid By Plan~~ ***Note: Any Co-pay / Cost Share Is In Addition To Any Physician Office Visit Co-pay / Cost Share.***	Not Applicable 100% covered 100% covered	$250 ~~100%~~ 100% covered	
Ambulatory Surgery - Facility Charges Only: • Co-pay Per Visit • ~~Paid By Plan~~ **Ambulatory Surgery - Physician Charges Only:** • Co-pay Per Visit • ~~Paid By Plan~~ ***Note: Any Co-pay / Cost Share Is In Addition To Any Physician Office Visit Co-pay / Cost Share.***	No Benefit No Benefit	 $75 ~~100%~~ $40 ~~100%~~	
Physician Clinic Visits In An Outpatient Hospital Setting - Facility Claim: • ~~Paid By Plan~~	100% covered	100% covered	
Physician Clinic Visits In An Outpatient Hospital Setting - Physician Claim: • Co-pay Per Visit - Primary Care Physician • Co-pay Per Visit - Specialist • ~~Paid By Plan~~	$10 Not Applicable ~~100%~~	$20 $40 ~~100%~~	
Physician Clinic Visits In An Outpatient Hospital Setting - Physician Claim For Allergy Testing, Serum And Injections (Must Be Performed By An Allergist), And Advanced Imaging (CT, MRI, PET): • Co-pay Per Visit • ~~Paid By Plan~~ ***Note: All Co-pays Are In Addition To The Physician Office Visit Co-pay / Cost Share. Allergy Testing, Serum And Injections Not Performed By An Allergist Are Not Covered.***	$10 ~~100%~~	$10 ~~100%~~	
Infant Formula: • Maximum Benefit Per Calendar Year • ~~Paid By Plan~~ ***Note: Any Additional Therapeutic Supplies Would Require Prior Authorization.***	1 Thirty-Day Therapeutic Supply For Up To 4 Times 100% covered	100% covered	No Benefit

	UNIVERSITY MEDICAL CENTER / SHO	IN-NETWORK AND OOA SHO / UHC CP	OUT-OF-NETWORK
Infertility Treatment:			No Benefit
Office Visit Evaluation:			
• Co-pay Per Visit	Not Applicable	$20	
• ~~Paid By Plan~~	100% covered	~~100%~~	
Artificial Insemination Services:			
• Maximum Benefit Per Lifetime On All County Plans	6 Cycles		
• ~~Paid By Plan~~	100% covered	100% covered	
All Other Infertility Services:			
• ~~Paid By Plan~~	100% covered	100% covered	
Manipulations:	No Benefit		No Benefit
• Co-pay Per Visit		$20	
• Maximum Visits Per Calendar Year		20 Visits	
• ~~Paid By Plan~~		100% covered	
Note: Prior Authorization Is Required For Additional Visits.			
Mental Health, Substance Use Disorder, And Chemical Dependency Benefits:			No Benefit
Inpatient Services Only:			
• Co-pay Per Day	Not Applicable	$350	
• Maximum Co-pay Per Admission	Not Applicable	$1,750	
• ~~Paid By Plan~~	100% covered	~~100%~~	
Inpatient Physician Charges Only:			
• ~~Paid By Plan~~	100% covered	100% covered	
Residential Services Only:	No Benefit		
• Co-pay Per Admission (Waived If Admitted From An Acute Care Facility)		$250	
• ~~Maximum Days Per Calendar Year~~		~~100 Days~~	
• ~~Paid By Plan~~		100% covered	
Residential Physician Charges Only:	No Benefit		
• ~~Paid By Plan~~		100% covered	
Outpatient Or Partial Hospitalization Services And Physician Charges:			
• ~~Paid By Plan~~	100% covered	100% covered	
Office Visit:	No Benefit		
• Co-pay Per Visit		$20	
• ~~Paid By Plan~~		~~100%~~	

	UNIVERSITY MEDICAL CENTER / SHO	IN-NETWORK AND OOA SHO / UHC CP	OUT-OF-NETWORK
Morbid Obesity Treatment: • ~~Paid By Plan~~ **Bariatric Surgery:** • Maximum Benefit Per Lifetime On All County Plans • ~~Paid By Plan~~ ***Note: Complications Will Be Covered Under The Normal Medical Benefit.***	100% After All Applicable Copayments 1 Surgery 100% After All Applicable Copayments		No Benefit
Nursery And Newborn Expenses: • ~~Paid By Plan~~ ***Note: Co-pay Will Be Waived For Newborn Charges, Initial Stay (Days 0-5).***	100% covered	100% covered	No Benefit
Nutritional Supplement: • ~~Paid By Plan~~ **Enteral Feedings:** • Maximum Benefit Per Calendar Year • Paid By Plan ***Note: Any Additional Therapeutic Supplies Would Require Prior Authorization.***	100% covered 1 Thirty-Day Therapeutic Supply For Up To 4 Times 100%	100% covered 100%	No Benefit
Orthotic Appliances: • Co-pay Per Device • Maximum Benefit Every 3 Years • ~~Paid By Plan~~ **Custom Molded Foot Orthotics:** • Maximum Benefit Per Lifetime On All County Plans • ~~Paid By Plan~~ **Diabetic Shoes:** • Maximum Benefit Per Calendar Year • ~~Paid By Plan~~ **Diabetic Inserts:** • Maximum Benefit Per Calendar Year • ~~Paid By Plan~~ ***Note: No Prior Authorization Required If Primary Diagnosis Is Diabetes Otherwise Prior Authorization Is Required.***	Not Applicable 1 Purchase Of A Type Of Orthotic Device Including Repair And Replacement 100% covered $500 100% covered 1 Pair Of Shoes 100% covered 3 Pairs Of Inserts 100% covered	$200 ~~100%~~ 100% covered 100% covered 100% covered	No Benefit

	UNIVERSITY MEDICAL CENTER / SHO	IN-NETWORK AND OOA SHO / UHC CP	OUT-OF-NETWORK
Physician Office Visit. This Section Applies To Medical Services Billed From A Physician Office Setting:			No Benefit
This Section Does Not Apply To: ➢ **Preventive / Routine Services** ➢ **Manipulation Services Billed By Any Qualifying Provider** ➢ **Dental Services Billed By Any Qualifying Provider** ➢ **Therapy Services Billed By Any Qualifying Provider** ➢ **Any Services Billed From An Outpatient Hospital Facility**			
Primary Care Physician Visit:			
• Co-pay Per Visit	$10	$20	
• ~~Paid By Plan~~	100% covered	100% covered	
Specialist Visit:	No Benefit		
• Co-pay Per Visit		$40	
• ~~Paid By Plan~~		~~100%~~	
The Co-pays Will Not Apply To: ➢ **Independent Lab** ➢ **Services Billed By Radiologist Or Pathologist Including Independent Radiology Facility (Freestanding Radiology Facility)**			
Physician Office Services:			No Benefit
• ~~Paid By Plan~~	100% covered	100% covered	
Office Surgery:			
• Co-pay Per Visit - Primary Care Physician	Not Applicable	$20	
• Co-pay Per Visit - Specialist	Not Applicable	$40	
• ~~Paid By Plan~~	100% covered	~~100%~~	
Allergy Injections And Sublingual Drops:			
• Co-pay Per Visit	Not Applicable	$10	
• ~~Paid By Plan~~	100% covered	~~100%~~	
Note: Allergy Injections Not Performed By An Allergist Are Not Covered.			
Allergy Testing:			
• Co-pay Per Visit	Not Applicable	$10	
• ~~Paid By Plan~~	100% covered	~~100%~~	
Note: Allergy Testing Not Performed By An Allergist Are Not Covered.			

	UNIVERSITY MEDICAL CENTER / SHO	IN-NETWORK AND OOA SHO / UHC CP	OUT-OF-NETWORK
Allergy Serum: • Co-pay Per Visit • ~~Paid By Plan~~ ***Note: Allergy Serum Not Performed By An Allergist Are Not Covered.***	Not Applicable 100% covered	$10 ~~100%~~	
Diagnostic X-Ray And Laboratory Tests: • Co-pay Per Visit • ~~Paid By Plan~~	Not Applicable 100% covered	$5 ~~100%~~	
Office Advanced Imaging: • Co-pay Per Visit • ~~Paid By Plan~~ ***Note: All Co-pays Are In Addition To The Physician Office Visit Co-pay / Cost Share.***	Not Applicable 100% covered	$10 ~~100%~~	
Preventive / Routine Care Benefits. See Glossary Of Terms For Definition. Benefits Include:			No Benefit
Preventive / Routine Physical Exams At Appropriate Ages: • ~~Paid By Plan~~	100% covered	100% covered	
Immunizations: • ~~Paid By Plan~~ ***Note: Foreign Travel Immunizations Are Not Covered.***	100% covered	100% covered	
Preventive / Routine Diagnostic Tests, Lab, And X-Rays At Appropriate Ages: • ~~Paid By Plan~~	100% covered	100% covered	
Preventive / Routine Mammograms And Breast Exams: From Age 35 To Age 40 • Maximum Exams Including 3D Mammograms For Preventive Screenings	1 Exam		
From Age 40 • Maximum Exams Per Calendar Year Including 3D Mammograms For Preventive Screenings	1 Exam		
• ~~Paid By Plan~~	100% covered	100% covered	
3D Mammograms For Preventive Screenings: Included In Preventive / Routine Mammograms And Breast Exams Maximum			
• ~~Paid By Plan~~	100% covered	100% covered	

	UNIVERSITY MEDICAL CENTER / SHO	IN-NETWORK AND OOA SHO / UHC CP	OUT-OF-NETWORK
3D Mammograms For Diagnosis / Treatment Of A Covered Medical Benefit:			
• ~~Paid By Plan~~	100% covered	100% covered	
Preventive / Routine Pelvic Exams And Pap Tests:			
• Maximum Exams Per Calendar Year	1 Exam		
• ~~Paid By Plan~~	100% covered	100% covered	
Preventive / Routine PSA Tests And Prostate Exams:			
• Maximum Exams Per Calendar Year	1 Exam		
• ~~Paid By Plan~~	100% covered	100% covered	
Preventive / Routine Screenings / Services At Appropriate Ages And Gender:			
• ~~Paid By Plan~~	100% covered	100% covered	
Preventive / Routine Autism Screening: From Age 0 To 22			
• ~~Paid By Plan~~	100% covered	100% covered	
Preventive / Routine Colonoscopies: From Age 45 To Age 76			
• Maximum Exams Every 10 Years	1 Exam		
• ~~Paid By Plan~~	100% covered	100% covered	
Note: Initial Colonoscopy Paid Routine Regardless Of Diagnosis.			
Preventive / Routine Cologuard: From Age 45			
• ~~Paid By Plan~~	100% covered	100% covered	
Preventive / Routine Sigmoidoscopies:			
• Maximum Exams Per Calendar Year	1 Exam		
• ~~Paid By Plan~~	100% covered	100% covered	
Preventive / Routine Counseling For Alcohol Or Substance Use Disorder, Tobacco / Nicotine Use, Obesity, Diet, And Nutrition:			
• ~~Paid By Plan~~	100% covered	100% covered	
Preventive / Routine Bone Density: From Age 60			
• ~~Paid By Plan~~	100% covered	100% covered	

	UNIVERSITY MEDICAL CENTER / SHO	IN-NETWORK AND OOA SHO / UHC CP	OUT-OF-NETWORK
In Addition, The Following Preventive / Routine Services Are Covered For Women: ➢ **Screening For Gestational Diabetes** ➢ **Papillomavirus DNA Testing*** ➢ **Counseling For Sexually Transmitted Infections (Provided Annually)*** ➢ **Counseling For Human Immune-Deficiency Virus (Provided Annually)*** ➢ **Breastfeeding Support, Supplies, And Counseling** ➢ **Counseling For Interpersonal And Domestic Violence For Women (Provided Annually)*** • ~~Paid By Plan~~ ***These Services May Also Apply To Men.**	100% covered	100% covered	
Prosthetic Devices: • Co-pay Per Device • Maximum Benefit Every 3 Years • ~~Paid By Plan~~	Not Applicable 1 Purchase Of A Type Of Prosthetic Device Including Repair And Replacement 100% covered	$200 100% covered	No Benefit
Teladoc Services: **General Medicine:** • Co-pay Per Occurrence • ~~Paid By Plan~~ **Mental Health:** • Co-pay Per Occurrence • ~~Paid By Plan~~ ***Note: Multiple Co-pays Apply When Multiple Claims Are Billed On The Same Date Of Service.***		$10 ~~100%~~ $10 ~~100%~~	
Telehealth: • Co-pay Per Visit - Primary Care Physician • Co-pay Per Visit - Specialist • ~~Paid By Plan~~ **Mental Health / Substance Use Disorder Office Visit:** • Co-pay Per Visit • ~~Paid By Plan~~	$10 Not Applicable ~~100%~~ $10 ~~100%~~	$20 $40 ~~100%~~ $10 ~~100%~~	No Benefit

	UNIVERSITY MEDICAL CENTER / SHO	IN-NETWORK AND OOA SHO / UHC CP	OUT-OF-NETWORK
Temporomandibular Joint Disorder Benefits: **Office Visit:** • Co-pay Per Visit • ~~Paid By Plan~~ **All Other Temporomandibular Joint Disorder Services:** • ~~Paid By Plan~~	 Not Applicable 100% covered 100% covered	 $20 ~~100%~~ 100% covered	No Benefit
Therapeutic Radiology (Treatment Of Cancer And Other Diseases With Radiation): • Co-pay Per Day • ~~Paid By Plan~~ ***Note: Co-pay Is In Addition To The Physician's Office Visit Co-pay / Cost Share.***	 $10 ~~100%~~	 $10 ~~100%~~	No Benefit
Therapy Services: **Occupational Outpatient Hospital And Office Therapy:** • Co-pay Per Visit • Maximum Visits Per Calendar Year • ~~Paid By Plan~~ **Physical Outpatient Hospital And Office Therapy:** • Co-pay Per Visit • Maximum Visits Per Calendar Year • ~~Paid By Plan~~ **Speech Outpatient Hospital And Office Therapy:** • Co-pay Per Visit • Maximum Visits Per Calendar Year • ~~Paid By Plan~~ ***Note: Prior Authorization Is Required At First Visit And For Any Additional Visits After Limit Is Reached.***	 $5 30 Visits ~~100%~~ $5 30 Visits ~~100%~~ $5 30 Visits ~~100%~~	 $5 ~~100%~~ $5 ~~100%~~ $5 ~~100%~~	No Benefit

	UNIVERSITY MEDICAL CENTER / SHO	IN-NETWORK AND OOA SHO / UHC CP	OUT-OF-NETWORK
Vision Care Benefits:			No Benefit
• Maximum Benefit Per Surgery	1 Pair		
Lenses - All:			
Included In Maximum			
• Co-pay Per Set	$10	$10	
• Paid By Plan	100%	100%	
Frames:			
Included In Maximum			
• Co-pay Per Pair	$10	$10	
• Paid By Plan	100%	100%	
Necessary Contacts:			
Included In Maximum			
• Co-pay Per Set	$10	$10	
• Paid By Plan	100%	100%	
All Other Covered Expenses:			No Benefit
• Paid By Plan	100%	100%	

TRANSPLANT SCHEDULE OF BENEFITS

The program for Transplant Services At Designated Transplant Facilities is:

Optum

~~**Benefit Plan(s) 003, 004**~~

Transplant Services: Designated Transplant Facility **Transplant Services:** • ~~Paid By Plan~~ **Travel And Housing:** • Maximum Benefit Per Transplant • ~~Paid By Plan~~ **Lodging And Meals:** • Maximum Benefit Per Day • ~~Paid By Plan~~ Travel And Housing At Designated Transplant Facility At Contract Effective Date/Pre-Transplant Evaluation And Up To One Year From Date Of Transplant.	100% covered $10,000 ~~100%~~ $200 ~~100%~~		
	UNIVERSITY MEDICAL CENTER / SHO	**IN-NETWORK AND OOA SHO / UHC CP**	**OUT-OF-NETWORK**
Transplant Services: Non-Designated Transplant Facility **Transplant Services:** • ~~Paid By Plan~~ **Travel And Housing:** • Maximum Benefit Per Transplant • ~~Paid By Plan~~ **Lodging And Meals:** • Maximum Benefit Per Day • ~~Paid By Plan~~ Travel And Housing At Designated Transplant Facility At Contract Effective Date/Pre-Transplant Evaluation And Up To One Year From Date Of Transplant.	100% covered $10,000 ~~100%~~ $200 ~~100%~~	100% covered $10,000 ~~100%~~ $200 ~~100%~~	No Benefit

OUT-OF-POCKET EXPENSES AND MAXIMUMS

CO-PAYS

A Co-pay is the amount that the Covered Person pays each time certain services are received. The Co-pay is typically a flat dollar amount and is paid at the time of service or when billed by the provider. Co-pays do not apply toward satisfaction of Deductibles. Co-pays apply toward satisfaction of in-network out-of-pocket maximums. The Co-pay and out-of-pocket maximum are shown on the Schedule of Benefits.

PLAN PARTICIPATION

Plan Participation is the Co-pay of Covered Expenses that the Covered Person is responsible for paying. The Covered Person pays this amount until the Covered Person's (or family's, if applicable) annual out-of-pocket maximum is reached. The Plan Participation rate is shown on the Schedule of Benefits.

Any payment for an expense that is not covered under this Plan will be the Covered Person's responsibility.

ANNUAL OUT-OF-POCKET MAXIMUMS

The annual out-of-pocket maximum is the most the Covered Person pays each year for Covered Expenses. Annual out-of-pocket maximums are shown on the Schedule of Benefits. Amounts the Covered Person incurs for Covered Expenses will be used to satisfy the Covered Person's (or family's, if applicable) annual out-of-pocket maximum(s). If the Covered Person's out-of-pocket expenses in a Plan Year exceed the annual out-of-pocket maximum, the Plan pays 100% of the Covered Expenses through the end of the Plan Year.

The following will not be used to meet the out-of-pocket maximums:

- Penalties, legal fees and interest charged by a provider.
- Expenses for excluded services.
- Any charges above the limits specified elsewhere in this document.
- Pharmacy Co-pays and Plan Participation amounts for Prescription benefits.
- Expenses Incurred as a result of failure to comply with prior authorization requirements.
- Any amounts over the Recognized Amount, Usual and Customary amount, Negotiated Rate, or established fee schedule that this Plan pays.

The eligible out-of-pocket expenses that the Covered Person incurs at an in-network provider will apply to the in-network total out-of-pocket maximum. The eligible out-of-pocket expenses that the Covered Person incurs at an out-of-network provider will apply to the out-of-network total out-of-pocket maximum.

NO FORGIVENESS OF OUT-OF-POCKET EXPENSES

The Covered Person is required to pay the out-of-pocket expenses (including Deductibles, Co-pays, or required Plan Participation) under the terms of this Plan. The requirement that You and Your Dependent(s) pay the applicable out-of-pocket expenses may not be waived by a provider under any "fee forgiveness," "not out-of-pocket," or similar arrangement. If a provider waives the required out-of-pocket expenses, the Covered Person's claim may be denied and the Covered Person will be responsible for payment of the entire claim. The claim(s) may be reconsidered if the Covered Person provides satisfactory proof that he or she paid the out-of-pocket expenses under the terms of this Plan.

ELIGIBILITY AND ENROLLMENT

ELIGIBILITY AND ENROLLMENT PROCEDURES

You are responsible for enrolling in the manner and form prescribed by Your employer. The Plan's eligibility and enrollment procedures include administrative safeguards and processes designed to ensure and verify that eligibility and enrollment determinations are made in accordance with the Plan. From time to time, the Plan may request documentation from You or Your Dependents in order to make determinations for continuing eligibility. The coverage choices that will be offered to You will be the same choices offered to other, similarly situated Employees.

WAITING PERIOD (Applies to All Other Employees)

If eligible, You must complete a Waiting Period before coverage becomes effective for You and Your Dependents. A Waiting Period is a period of time that must pass before an Employee or Dependent becomes eligible for coverage under the terms of this Plan.

You are eligible for coverage on the date listed below under the Effective Date section, upon completion of 15 calendar days of continuous employment (not to exceed 45 days) in a benefit eligible position.

The start of Your Waiting Period is the first full day of employment for the job that made You eligible for coverage under this Plan.

ELIGIBILITY REQUIREMENTS

An **eligible Employee** is a person who is classified by the employer on both payroll and personnel records as an Employee who regularly works full-time 30 or more hours per week, and participants meeting the below criteria are also benefit eligible:

- Elected Officials: Individuals who are elected to county office shall be considered Employees for purposes of this Plan during the term of their elected position.
- 20-hour benefited positions at UMC (University Medical Center).

But for purposes of this Plan, it does not include the following classifications of workers except as determined by the employer in its sole discretion:

- Leased Employees.
- Independent Contractors as defined in this Plan.
- Consultants who are paid on other than a regular wage or salary basis by the employer.
- Members of the employer's Board of Directors, owners, partners, unless engaged in the conduct of the business on a full-time, regular basis.

For purposes of this Plan, eligibility requirements are used only to determine a person's initial eligibility for coverage under this Plan. An Employee may retain eligibility for coverage under this Plan if the Employee is temporarily absent on an approved leave of absence, which may be combined with the employer's short-term disability policy, with the expectation of returning to work following the approved leave as determined by the employer's leave policy, provided that contributions continue to be paid on a timely basis. Employees who meet eligibility requirements during a measurement period as required by the Affordable Care Act (ACA) regulations will have been deemed to have met the eligibility requirements for the resulting stability period as required by the ACA regulations. The employer's classification of an individual is conclusive and binding for purposes of determining eligibility under this Plan. No reclassification of a person's status, for any reason, by a Third-Party, whether by a court, governmental agency, or otherwise, without regard to whether or not the employer agrees to such reclassification, will change a person's eligibility for benefits.

An eligible Employee who is covered under this Plan and who retires under the employer's formal retirement plan will be eligible to continue participating in the Plan upon retirement, provided the individual continues to make the required contribution. See the Coordination of Benefits section for more information on how this Plan coordinates with Medicare coverage. Retirees may continue coverage under this Plan until death, non-payment of premium, or if they no longer meet the eligibility requirements, whichever occurs first. A surviving Spouse of a Retired Employee is eligible to remain on the plan until death or non-payment of premium provided such spouse was covered under the Plan at the time of the Retired Employee's death.

Employees who retire from participating Employers under the Plan, and the Retired Employee's dependents, are eligible to continue Plan coverage at the time of Retiree's retirement, on a contributory basis. To retain coverage upon retirement the Retiring Employee, or the Employee's spouse if the Employee is physically incapacitated, must enroll for continued Plan coverage within 31 days of retirement. Failure to enroll within 31 days of retirement will cause coverage to terminate.

Employees who retire from participating Employers under the Plan, and who did not elect to continue Plan coverage at the time of retirement, or the surviving spouse of such a Retired Employee who is deceased, may re-enroll in Plan coverage in January of any even numbered year as provided by Nevada Revised Statute 287.0205. Only a surviving spouse, who was a Plan Participant under the Plan at some point during the Retired Employee's lifetime, is eligible for enrollment under this provision.

Retiree Reinstatement

Retirees of a Plan Participant Employer are eligible to re-instate coverage with this Plan in January of an even numbered year, as provided by NRS 287.0205, so long as:

- The retiree was covered by the Plan on the last day of his or her active employment with the Participant Employer;
- The Participant Employer was the retiree's last public employer;
- The retiree has retired into a defined benefit retirement plan, sponsored by the Participant Employer, including but not limited to PERS; and
- The retiree complies with the requirements of NRS 287.0205 to seek reinstatement.

This provision shall be interpreted and applied in harmony with NRS 287.0205 and where NRS 287.0205 is in conflict with this provision, NRS 287.0205 will control, being interpreted to extend to the retirees of the Non-PERS participating Employers who are Participant Employers under this Plan.

Retiree / Dependent Reinstatement Enrollment:

The following enrollment process must be completed, and documentation received by Clark County Risk Management no later than January 31st, of an even numbered year.

- Completion of Health Benefit Enrollment form. If retiree requests reinstatement of previously covered dependents, a copy of the certified marriage certificate for the spouse and copy of the certified birth certificate for each child being reinstated will be required.
- Coverage will be effective March first of an even numbered year following completion and receipt of the Plan approved enrollment form, and any applicable dependent records. PERS will be notified regarding applicable premium deduction from the retiree's monthly retirement check. Non-PERS participating Employers shall collect retiree premiums on behalf of the Plan and deliver the premium payments to the Plan on behalf of the Non-PERS retirees.

Retirees may not participate as the subscriber in both the Public Employees Benefit Plan, and a Clark County & Affiliated Entity sponsored benefit program.

Note: Eligible Employees and Dependents who decline to enroll in this Plan must state so in writing. In order to preserve potential special enrollment rights, eligible individuals declining coverage must state in writing that enrollment is declined due to coverage under another group health plan or health insurance policy. Proof of such plan or policy may be required upon application for special enrollment. See the Special Enrollment Provision section of this Plan.

An **eligible Dependent** includes:

- Your legal spouse, provided he or she is not covered as an Employee under this Plan. An eligible Dependent does not include an individual from whom You have obtained a legal separation or divorce. Documentation on a Covered Person's marital status may be required by the Plan Administrator. An Employee's spouse who is not a United States Citizen is not eligible for coverage, unless the individual is a lawful resident actively seeking permanent residency in the United States.

- Your Domestic Partner, as long as he or she meets the definition of Domestic Partner as stated in the Glossary of Terms, and the person is not covered as an Employee under this Plan. When a person no longer meets the definition of Domestic Partner, that person no longer qualifies as Your Dependent. Anyone enrolled as a domestic partner on 12/31/2021 is considered grandfathered into the future (until noticed otherwise). NEW domestic partnerships post on 1/1/2022 will not be eligible for coverage.

- A Dependent Child until the Child reaches his or her 26th birthday. The term "**Child**" includes the following Dependents:

  - A natural biological Child;
  - A stepchild;
  - A legally adopted Child or a Child legally Placed for Adoption as granted by action of a federal, state, or local governmental agency responsible for adoption administration or a court of law if the Child has not attained age 26 as of the date of such placement;
  - A Child under Your (or Your spouse's) Legal Guardianship as ordered by a court. Birth to age 18 only. ~~Coverage is only available to guardianship children for whom the Subscriber covered as a Dependent on December 31, 2010;~~
  - A Child who is considered an alternate recipient under a Qualified Medical Child Support Order (QMCSO);
  - A natural child of the covered grandfathered Domestic Partner or a child under Your grandfathered Domestic Partner's Legal Guardianship. Employee must provide more than 50 percent of the child's support.

- A Dependent does not include the following:

  - A foster Child;
  - ~~A Child of a Domestic Partner or a Child under Your Domestic Partner's Legal Guardianship;~~
  - A grandchild;
  - A Domestic Partner;
  - A Dependent Child if the Child is covered as a Dependent of another Employee at this company;
  - Any other relative or individual unless explicitly covered by this Plan.

Note: An Employee must be covered under this Plan in order for Dependents to qualify for and obtain coverage. The Plan Administrator, at the administrator's discretion, may require documentation such as certified marriage certificates, grandfathered domestic partner registrations, divorce decrees, social security identification, tax returns, certified birth certificates, adoption decrees, or copies of certified court orders.

Eligibility Criteria: To be an eligible Totally Disabled Dependent Child, a Totally Disabled Dependent Child age 26 or over must be dependent upon the Employee for more than 50 percent of his or her support and maintenance. This financial requirement does not apply to Children who are enrolled in

accordance with a Qualified Medical Child Support Order because of the Employee's divorce or separation decree.

NOTE: Keeping an ineligible dependent *(spouse/grandfathered domestic partner or child)* enrolled is considered fraudulent eligibility. Such fraudulent eligibility would permit the Plan to dis-enroll the ineligible dependent from the Plan retroactively to the date the dependent became ineligible. In addition, the Plan retains the right to seek recovery, from the Employee or Retiree, of any amounts paid for claims made on behalf of the ineligible dependent and may seek other corrective and/or legal actions as deemed appropriate. An ineligible dependent is not eligible for COBRA upon disenrollment

NON-DUPLICATION OF COVERAGE: Any person who is covered as an eligible Employee will not also be considered an eligible Dependent under this Plan.

RIGHT TO CHECK A DEPENDENT'S ELIGIBILITY STATUS: The Plan reserves the right to check the eligibility status of a Dependent at any time throughout the year. You and Your Dependent have an obligation to notify the Plan should the Dependent's eligibility status change during the Plan Year. Please notify Your Health Benefits Department regarding status changes.

EXTENDED COVERAGE FOR DEPENDENT CHILDREN

A Dependent Child may be eligible for extended Dependent coverage under this Plan under the following circumstances:

- The Dependent Child was covered by this Plan on the day before the Child's 26th birthday; or
- The Dependent Child is a Dependent of an Employee newly eligible for the Plan; or
- The Dependent Child is eligible due to a special enrollment event or a Qualifying Status Change event, as outlined in the Section 125 Plan.

A Totally Disabled Dependent Child older than 26 who loses coverage under this Plan may not re-enroll in the Plan under any circumstances.

IMPORTANT: It is Your responsibility to notify the Plan Sponsor within 31 days if Your Dependent no longer meets the criteria listed in this section. If, at any time, the Dependent fails to meet the qualifications of a Totally Disabled Dependent, the Plan has the right to be reimbursed from the Dependent or Employee for any medical claims paid by the Plan during the period that the Dependent did not qualify for extended coverage. Please refer to the COBRA Continuation of Coverage section in this document.

Employees have the right to choose which eligible Dependents are covered under the Plan.

EFFECTIVE DATE OF EMPLOYEE'S COVERAGE

Your coverage will begin on the later of the following dates:

- If You apply within Your Waiting Period, Your coverage will become effective the first day of the month following the date You complete Your Waiting Period. If Your Waiting Period ends on the first day of the month, Your coverage will not begin until the first day of the following month; or **(Applies to All Other Employees)**

- If You are an Elected Official, You and Your eligible Dependents will be covered under this Plan effective on the date You take the oath of office, so long as You comply with the Plan's Enrollment Requirements within 31 days of the date the oath of office is taken; or **(Applies to Elected Officials)**

- If You are eligible to enroll under the Special Enrollment Provision, Your coverage will become effective on the date set forth under the Special Enrollment Provision if application is made within 60 calendar days of the event for marriage, birth or adoption and within 31 calendar days in the case of a loss of coverage.

EFFECTIVE DATE OF COVERAGE FOR YOUR DEPENDENTS

Your Dependent's coverage will be effective on the later of the following dates:

- The date Your coverage under the Plan begins if You enroll the Dependent at that time; or

- The date You acquire Your Dependent if application is made within 60 calendar days of acquiring the Dependent for marriage, birth or adoption and within 31 calendar days in the case of a loss of coverage; or

- The date set forth under the Special Enrollment Provision if Your Dependent is eligible to enroll under the Special Enrollment Provision and application is made within 60 calendar days following the event for marriage, birth or adoption and within 31 calendar days in the case of a loss of coverage; or

- The date specified in a Qualified Medical Child Support Order or the date the Plan Administrator determines that the order is a QMCSO.

Some Employers provide Employee and Dependent coverage on a non-contributory basis and do not require Employees to contribute a share of the cost of coverage. Other Employers share the cost of Employee and Dependent coverage under this Plan with the covered Employee. The level of any Employee contributions is set by the Plan Administrator, subject to the provisions of any applicable collective bargaining agreement. The Plan Administrator reserves the right to change the level of Employee contributions, also subject to the provisions of any applicable collective bargaining agreement.

ANNUAL OPEN ENROLLMENT PERIOD

During the annual open enrollment period, eligible Employees will be able to enroll themselves and their eligible Dependents for coverage under this Plan. Covered Employees and covered Retirees will be able to make changes in coverage for themselves and their eligible Dependents.

(Applies to All Other Employees) Coverage Waiting Periods are waived during the annual open enrollment period for covered Employees, covered Retirees and covered Dependents changing from one Plan to another Plan or changing coverage levels within the Plan.

If You and/or Your Dependent becomes covered under this Plan as a result of electing coverage during the annual open enrollment period, the following will apply:

- The employer will notify eligible Employees prior to the start of an annual open enrollment period; and

- This Plan does not apply to charges for services performed or treatment received prior to the Effective Date of the Covered Person’s coverage; and

- The Effective Date of coverage will be January 1 following the annual open enrollment period.

SPECIAL ENROLLMENT PROVISION

Under the Health Insurance Portability and Accountability Act

This Plan gives an eligible person special enrollment rights if the person experiences a loss of other health coverage or a change in family status as explained below. The coverage choices that will be offered to You will be the same choices offered to other, similarly situated Employees.

LOSS OF HEALTH COVERAGE

You and Your Dependents may have a special opportunity to enroll for coverage under this Plan if You experience a loss of other coverage.

In order for You to be eligible for special enrollment rights, You must meet the following conditions:

- You and/or Your Dependents were covered under a group health plan or health insurance policy at the time coverage under this Plan was offered; and

- You and/or Your Dependents stated in writing that You declined coverage due to coverage under another group health plan or health insurance policy; and

- The coverage under the other group health plan or health insurance policy was:

  - COBRA continuation coverage and that coverage was exhausted; or
  - Terminated because the person was no longer eligible for coverage under the terms of that plan or policy; or
  - Terminated and no substitute coverage was offered; or
  - No longer receiving any monetary contribution toward the premium from the employer.

You or Your Dependent must request and apply for coverage under this Plan no later than 60 calendar days following the event for marriage, birth or adoption and within 31 calendar days in the case of a loss of coverage after the date the other coverage ended.

You and/or Your Dependents were covered under a Medicaid plan or state child health plan and coverage for You or Your Dependents was terminated due to loss of eligibility. You must request coverage under this Plan within 60 days after the date of termination of such coverage.

You or Your Dependents may not enroll for health coverage under this Plan due to loss of health coverage under the following conditions:

- Coverage was terminated due to failure to pay timely premiums or for cause, such as making a fraudulent claim or an intentional misrepresentation of material fact, or

- You or Your Dependent voluntarily canceled the other coverage, unless the current or former employer no longer contributed any money toward the premium for that coverage.

NEWLY ELIGIBLE FOR PREMIUM ASSISTANCE UNDER MEDICAID OR CHILDREN'S HEALTH INSURANCE PROGRAM

A current Employee and his or her Dependents may be eligible for a special enrollment period if the Employee and/or Dependents are determined eligible, under a state's Medicaid plan or state child health plan, for premium assistance with respect to coverage under this Plan. The Employee must request coverage under this Plan within 60 days after the date the Employee and/or Dependents are determined to be eligible for such assistance.

CHANGE IN FAMILY STATUS

Current Employees and their Dependents, COBRA Qualified Beneficiaries, and other eligible persons have special opportunities to enroll for coverage under this Plan if they experience changes in family status.

If a person becomes an eligible Dependent through marriage, attestation of a grandfathered Domestic Partnership, birth, adoption or Placement for Adoption, the Employee, spouse, and newly acquired Dependent(s) who are not already enrolled may enroll for health coverage under this Plan during a special enrollment period. The Employee must request and apply for coverage within 60 calendar days of the marriage, attestation of a grandfathered Domestic Partnership, birth, adoption, or Placement for Adoption, and within 31 calendar days in the case of a loss of coverage.

EFFECTIVE DATE OF COVERAGE UNDER SPECIAL ENROLLMENT PROVISION

If an eligible person properly applies for coverage during this special enrollment period, the coverage will become effective as follows:

- In the case of marriage, on the first day of the month following the date the completed request for enrollment and supporting documentation is received by the Plan (note that eligible individuals must submit their enrollment forms prior to the Effective Dates of coverage in order for salary reductions to have preferred tax treatment from the date coverage begins); or

- In the case of a Dependent's birth, on the date of such birth. Newborn children will automatically be covered for the first 31 days following birth. Coverage will cease beginning with the 32nd day unless the newborn child has been affirmatively enrolled as a Dependent in the plan; or

- In the case of a Dependent's adoption, the date of such adoption or Placement for Adoption; or

- In the case of eligibility for premium assistance under a state's Medicaid plan or state child health plan, on the first day of the month following the date the completed request for enrollment and supporting documentation is received by the Plan; or

- In the case of loss of coverage, the first day of the month following the date the completed request for enrollment and supporting documentation is received by the Plan.

RELATION TO SECTION 125 CAFETERIA PLAN

This Plan may also allow additional changes to enrollment due to change in status events under the employer's Section 125 Cafeteria Plan. Refer to the employer's Section 125 Cafeteria Plan for more information.

TERMINATION

For information about continuing coverage, refer to the COBRA Continuation of Coverage section of this SPD.

EMPLOYEE'S COVERAGE

Your coverage under this Plan will end on the earliest of:

- The end of the period for which Your last contribution is made if You fail to make any required contribution toward the cost of coverage when due; or
- The date this Plan is canceled; or
- The date coverage for Your benefit class is canceled; or
- The last day of the month in which You tell the Plan to cancel Your coverage if You are voluntarily canceling it while remaining eligible because of a change in status, because of special enrollment or at annual open enrollment periods; or
- The end of the stability period in which You became a member of a non-covered class, as determined by the employer except as follows:
  - If You are temporarily absent from work due to an approved leave of absence for medical or other reasons, Your coverage under this Plan will continue during that leave for up to the end of the six (6) calendar month period that next follows the month in which the person last worked as an Active Employee, provided the applicable Employee contribution is paid when due. Any Employee on authorized leave without pay, who fails to make premium payments as required by the Employer, will have coverage under the Group Plan terminated on the first date for which no premium payments have been paid.
  - If You are temporarily absent from work due to disability leave, the date the Employer ends the continuance.
  - If You are temporarily absent from work as a furloughed Employee, the Plan Administrator may extend Plan coverage to Employees who have been furloughed by a participating entity as a result of a decline in the economy or workload. The responsible entity shall continue to remit the full cost of the premium to the Plan for the period of time the member is furloughed. A member is eligible for continued coverage for a period not to exceed 24-months as a result of his/her furlough status. A member is considered in furlough status when he/she is in an continuous unpaid status for a specified period.
  - If You are temporarily absent from work due to active military duty, refer to USERRA under the Uniformed Services Employment and Reemployment Rights Act of 1994 section; or
- The last day of the month in which Your employment ends; or
- The date You submit a false claim or are involved in any other fraudulent act related to this Plan or any other group plan.

YOUR DEPENDENT'S COVERAGE

Coverage for Your Dependent will end on the earliest of the following:

- The end of the period for which Your last contribution is made if You fail to make any required contribution toward the cost of Your Dependent's coverage when due; or
- The last day of the month in which Your coverage ends; or

- The last day of the month in which Your Dependent is no longer Your legal spouse due to legal separation or divorce, as determined by the law of the state in which You reside; or

- The last day of the month in which Your Dependent Child attains the limiting age listed under the Eligibility and Enrollment section; or

- If Your Dependent Child qualifies for extended Dependent coverage because he or she is Totally Disabled, the last day of the month in which Your Dependent Child is no longer deemed Totally Disabled under the terms of the Plan; or

- The last day of the month in which Your Dependent Child no longer satisfies a required eligibility criterion listed in the Eligibility and Enrollment section; or

- The date Dependent coverage is no longer offered under this Plan; or

- The last day of the month in which You tell the Plan to cancel Your Dependent's coverage if You are voluntarily canceling it while remaining eligible because of a change in status, because of special enrollment, or at annual open enrollment periods; or

- The last day of the month in which the Dependent becomes covered as an Employee under this Plan; or

- The date You or Your Dependent submits a false claim or is involved in any other fraudulent act related to this Plan or any other group plan.

RESCISSION OF COVERAGE

As permitted by the Patient Protection and Affordable Care Act, the Plan reserves the right to rescind coverage. A rescission of coverage is a retroactive cancellation or discontinuance of coverage due to fraud or intentional misrepresentation of material fact.

A cancellation/discontinuance of coverage is **not** a rescission if:

- it has only a prospective effect; or
- it is attributable to non-payment of premiums or contributions; or
- it is initiated by You or Your personal representative.

REINSTATEMENT OF COVERAGE

If Your coverage ends due to termination of employment, leave of absence, reduction of hours, or layoff and You qualify for eligibility under this Plan again (are rehired or considered to be rehired for purposes of the Affordable Care Act) within 13 weeks from the date Your coverage ended, Your coverage will be reinstated. If Your coverage ends due to termination of employment, leave of absence, reduction of hours, or layoff and You do not qualify for eligibility under this Plan again (are not rehired or considered to be rehired for purposes of the Affordable Care Act) within 13 weeks from the date Your coverage ended, and You did not perform any hours of service that were credited within the 13-week period, You will be treated as a new hire and will be required to meet all the requirements of a new Employee. Refer to the information on the Family and Medical Leave Act and the Uniformed Services Employment and Reemployment Rights Act for possible exceptions, or contact Your Health Benefits or Personnel office.

EXTENSION OF BENEFITS

In the event coverage terminates for any reason while benefits are being paid, and it is established that:

- You or your Dependent was totally disabled when such coverage terminated; and
- You provide a statement from a physician verifying the disability, and your disability was certified by our utilization review company; and
- Expenses are incurred in connection with the accident or illness causing such total disability; and
- The total Maximum Annual Benefit Amount of benefits has not been paid.

Benefits with respect to expenses incurred in connection with the injury or illness causing such disability will be continued during such total disability until either:

- Twelve months from the date on which coverage terminated;
- The total Maximum Annual Benefit Amount has been paid;
- The Employee or Dependent ceases to be totally disabled; or
- Termination of the Plan, whichever occurs first.

COBRA CONTINUATION OF COVERAGE

Note: UMR (the claims administrator) does not administer the benefits or services described within this provision. Please contact the benefit manager or Your employer with any questions related to this coverage or service.

Important: Read this entire provision to understand a Covered Person's COBRA rights and obligations.

The following is a summary of the federal continuation requirements under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended. This summary generally explains COBRA continuation coverage, when it may become available to You and Your family, and what You and Your Dependents need to do to protect the right to receive it. When You become eligible for COBRA, You may also become eligible for other coverage options that may cost less than COBRA continuation coverage. This summary provides a general notice of a Covered Person's rights under COBRA, but is not intended to satisfy all the requirements of federal law. Your employer or the COBRA Administrator will provide additional information to You or Your Dependents as required.

You may have other options available to You when You lose group health coverage. For example, You may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, You may qualify for lower costs on Your monthly premiums and lower out-of-pocket costs. Additionally, You may qualify for a 30-day special enrollment period for another group health plan for which You are eligible (such as a spouse's plan), even if that plan generally does not accept Late Enrollees.

INTRODUCTION

Federal law gives certain persons, known as Qualified Beneficiaries (defined below), the right to continue their health care benefits beyond the date that they might otherwise lose coverage. The Qualified Beneficiary must pay the entire cost of the COBRA continuation coverage, plus an administrative fee. In general, a Qualified Beneficiary has the same rights and obligations under the Plan as an active participant.

A Qualified Beneficiary may elect to continue coverage under this Plan if such person's coverage would terminate because of a life event known as a Qualifying Event (outlined below). When a Qualifying Event causes (or will cause) a Loss of Coverage, the Plan must offer COBRA continuation coverage. Loss of Coverage means more than losing coverage entirely. It means that a person ceases to be covered under the same terms and conditions that are in effect immediately before the Qualifying Event. In short, a Qualifying Event plus a Loss of Coverage allows a Qualified Beneficiary the right to elect coverage under COBRA.

Generally, You, Your covered spouse, and Your Dependent Children may be Qualified Beneficiaries and eligible to elect COBRA continuation coverage, even if You or Your Dependent is already covered under another employer-sponsored group health plan or is enrolled in Medicare at the time of the COBRA election.

COBRA CONTINUATION COVERAGE FOR QUALIFIED BENEFICIARIES

The length of COBRA continuation coverage that is offered varies based on who the Qualified Beneficiary is and what **Qualifying Event** is experienced as outlined below.

If You are an Employee, You will become a Qualified Beneficiary if You lose coverage under the Plan because either one of the following Qualifying Events happens:

Qualifying Event	Length of Continuation
• Your employment ends for any reason other than Your gross misconduct	up to 18 months
• Your hours of employment are reduced	up to 18 months

(There are two ways in which this 18-month period of COBRA continuation coverage may be extended. See the section below entitled "The Right to Extend the Length of COBRA Continuation Coverage" for more information.)

The spouse of an Employee will become a Qualified Beneficiary if he or she loses coverage under the Plan because any one of the following Qualifying Events happens:

Qualifying Event	Length of Continuation
• The Employee dies	up to 36 months
• The Employee's hours of employment are reduced	up to 18 months
• The Employee's employment ends for any reason other than his or her gross misconduct	up to 18 months
• The Employee becomes entitled to Medicare benefits (under Part A, Part B, or both)	up to 36 months
• The Employee and spouse become divorced or legally separated	up to 36 months

The Dependent Children of an Employee will become Qualified Beneficiaries if they lose coverage under the Plan because any one of the following Qualifying Events happens:

Qualifying Event	Length of Continuation
• The parent-Employee dies	up to 36 months
• The parent-Employee's employment ends for any reason other than his or her gross misconduct	up to 18 months
• The parent-Employee's hours of employment are reduced	up to 18 months
• The parent-Employee becomes entitled to Medicare benefits (Part A, Part B, or both)	up to 36 months
• The parents become divorced or legally separated	up to 36 months
• The Child loses eligibility for coverage under the Plan as a Dependent	up to 36 months

Note: A spouse or a Dependent Child newly acquired through birth or adoption during a period of 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 other than a newborn or newly adopted Child who is acquired and enrolled after the original Qualifying Event is not eligible as a Qualified Beneficiary if a subsequent Qualifying Event occurs.

COBRA NOTICE PROCEDURES

THE NOTICE(S) A COVERED PERSON MUST PROVIDE UNDER THIS SUMMARY PLAN DESCRIPTION

In order to be eligible to receive COBRA continuation coverage, covered Employees and their Dependents have certain obligations with respect to certain Qualifying Events (including divorce or legal separation of the Employee and spouse or a Dependent Child's loss of eligibility for coverage as a Dependent) to provide written notices to the administrator. Follow the rules described in this procedure when providing notice to the administrator, whether to Your employer or to the COBRA Administrator.

A Qualified Beneficiary's written notice must include all of the following information (a form for notifying the COBRA Administrator is available upon request):

- The Qualified Beneficiary's name, current address, and complete phone number,
- The group number and the name of the Employee's employer,
- A description of the Qualifying Event (i.e., the life event experienced), and
- The date the Qualifying Event occurred or will occur.

For purposes of the deadlines described in this Summary Plan Description, the notice must be postmarked by the deadline. In order to protect Your family's rights, the Plan Administrator should be informed of any changes to the addresses of family members. Keep copies of all notices You send to the Plan Administrator or COBRA Administrator.

COBRA NOTICE REQUIREMENTS AND ELECTION PROCESS

EMPLOYER OBLIGATIONS TO PROVIDE NOTICE OF THE QUALIFYING EVENT

Your employer will give notice to the COBRA Administrator when coverage terminates due to the Employee's termination of employment or reduction in hours, the death of the Employee, or the Employee's becoming entitled to Medicare benefits due to age or disability (Part A, Part B, or both). Your employer will notify the COBRA Administrator within 30 calendar days of when one of these events occurs.

EMPLOYEE OBLIGATIONS TO PROVIDE NOTICE OF THE QUALIFYING EVENT

The Covered Person must give notice to the Plan Administrator in the case of divorce or legal separation of the Employee and a spouse, a Dependent Child ceasing to be eligible for coverage under the Plan, or a second Qualifying Event. The covered Employee or Qualified Beneficiary must provide written notice to the Plan Administrator in order to ensure rights to COBRA continuation coverage. The Covered Person must provide this notice within the 60-calendar-day period that begins on the latest of:

- The date of the Qualifying Event; or
- The date on which there is a Loss of Coverage (or would be a Loss of Coverage) due to the original Qualifying Event; or
- The date on which the Qualified Beneficiary is informed of this notice requirement by receiving this Summary Plan Description or the General COBRA Notice.

The Plan Administrator will notify the COBRA Administrator within 30 calendar days from the date that notice of the Qualifying Event has been provided.

The COBRA Administrator will, in turn, provide an election notice to each Qualified Beneficiary within 14 calendar days of receiving notice of a Qualifying Event from the employer, the covered Employee, or the Qualified Beneficiary.

MAKING AN ELECTION TO CONTINUE GROUP HEALTH COVERAGE

Each Qualified Beneficiary has the independent right to elect COBRA continuation coverage. A Qualified Beneficiary will receive a COBRA election form that should be completed in order to elect to continue group health coverage under this Plan. A Qualified Beneficiary may elect COBRA coverage at any time within the 60-day election period. The election period ends 60 calendar days after the later of:

- The date Plan coverage terminates due to a Qualifying Event; or
- The date the Plan Administrator provides the Qualified Beneficiary with an election notice.

A Qualified Beneficiary must notify the COBRA Administrator of his or her election in writing or via the online portal, if available, in order to continue group health coverage and must make the required payments when due in order to remain covered. If online election is available, You will receive instructions for online election when Your election notice is provided. If the Qualified Beneficiary does not choose COBRA continuation coverage within the 60-day election period, group health coverage will end on the day of the Qualifying Event.

PAYMENT OF CLAIMS AND DATE COVERAGE BEGINS

No claims will be paid under this Plan for services the Qualified Beneficiary receives on or after the date coverage is lost due to a Qualifying Event. If, however, the Qualified Beneficiary has not completed a waiver and decides to elect COBRA continuation coverage within the 60-day election period, group health coverage will be reinstated retroactively to the date coverage was lost, provided the Qualified Beneficiary makes the required payment when due. Any claims that were denied during the initial COBRA election period will be reprocessed once the COBRA Administrator receives the completed COBRA election form and required payment.

If a Qualified Beneficiary previously waived COBRA coverage but revokes that waiver within the 60-day election period, coverage will not be retroactive to the date of the Qualifying Event but instead will become effective on the date the waiver is revoked.

PAYMENT FOR CONTINUATION COVERAGE

Qualified Beneficiaries are required to pay the entire cost of continuation coverage, which includes both the employer and Employee contributions. This cost may also include a 2% additional fee to cover administrative expenses (or, in the case of the 11-month extension due to disability, a 50% additional fee). The cost of continuation coverage is subject to change at least once per year.

If Your employer offers annual open enrollment opportunities for active Employees, each Qualified Beneficiary will have the same options under COBRA (for example, the right to add or eliminate coverage for Dependents). The cost of continuation coverage will be adjusted accordingly.

The **initial payment** is due no later than 45 calendar days after the Qualified Beneficiary elects COBRA as evidenced by the postmark date on the envelope or, if online election is available, the date Your election is submitted electronically. This first payment must cover the cost of continuation coverage from the time coverage under the Plan would have otherwise terminated, up to the time the first payment is made. If the initial payment is not made within the 45-day period, then coverage will remain terminated without the possibility of reinstatement. There is no grace period for the initial payment.

The due date for **subsequent payments** is typically the first day of the month for any particular period of coverage. However, the Qualified Beneficiary will receive specific payment information, including due dates, when the Qualified Beneficiary becomes eligible for and elects COBRA continuation coverage.

If, for whatever reason, any Qualified Beneficiary receives any benefits under the Plan during a month for which the payment was not made on time, the Qualified Beneficiary will be required to reimburse the Plan for the benefits received.

If the COBRA Administrator receives a check that is missing information or contains discrepancies regarding the information on the check (e.g., the numeric dollar amount does not match the written dollar amount), the COBRA Administrator will provide a notice to the Qualified Beneficiary with information regarding what needs to be done to correct the mistake.

Note: Payment will not be considered made if a check is returned for non-sufficient funds.

A QUALIFIED BENEFICIARY'S NOTICE OBLIGATIONS WHILE ON COBRA

Always keep the COBRA Administrator informed of the current addresses of all Covered Persons who are or who may become Qualified Beneficiaries. Failure to provide this information to the COBRA Administrator may cause You or Your Dependents to lose important rights under COBRA.

In addition, written notice to the COBRA Administrator is required within 30 calendar days of the date any one of the following events occurs:

- The Qualified Beneficiary marries. Refer to the Special Enrollment Provision section of this SPD for additional information regarding special enrollment rights.

- A Child is born to, adopted by, or Placed for Adoption by a Qualified Beneficiary. Refer to the Special Enrollment Provision section of this SPD for additional information regarding special enrollment rights.

- A final determination is made by the Social Security Administration that a disabled Qualified Beneficiary is no longer disabled.

- Any Qualified Beneficiary becomes covered by another group health plan or enrolls in Medicare Part A or Part B.

Additionally, if the COBRA Administrator or the Plan Administrator requests additional information from the Qualified Beneficiary, the Qualified Beneficiary must provide the requested information in the timeframe outlined in the request document.

LENGTH OF CONTINUATION COVERAGE

COBRA coverage is available up to the maximum periods described below, subject to all COBRA regulations and the conditions of this Summary Plan Description:

- For Employees and Dependents: 18 months from the Qualifying Event if due to the Employee's termination of employment or reduction of work hours. (If an active Employee enrolls in Medicare before his or her termination of employment or reduction in hours, then the covered spouse and Dependent Children will be entitled to COBRA continuation coverage for up to the greater of 18 months from the Employee's termination of employment or reduction in hours, or 36 months from the earlier Medicare Enrollment Date, whether or not Medicare enrollment is a Qualifying Event.)

- For Dependents only: 36 months from the Qualifying Event if coverage is lost due to one of the following events:

  - The Employee's death.
  - The Employee's divorce or legal separation.
  - The former Employee's enrollment in Medicare.
  - A Dependent Child's loss of eligibility as a Dependent as defined by the Plan.

THE RIGHT TO EXTEND THE LENGTH OF COBRA CONTINUATION COVERAGE

While on COBRA continuation coverage, certain Qualified Beneficiaries may have the right to extend continuation coverage provided written notice is given to the COBRA Administrator as soon as possible, but no later than the **required** timeframes stated below.

Social Security Disability Determination (For Employees and Dependents): A Qualified Beneficiary may be granted an 11-month extension to the initial 18-month COBRA continuation period, for a total maximum of 29 months of COBRA, in the event that the Social Security Administration determines the Qualified Beneficiary to be disabled either before becoming eligible for, or within the first 60 days of being covered by, COBRA continuation coverage. This extension will not apply if the original COBRA continuation was for 36 months.

If the Qualified Beneficiary has non-disabled family members who are also Qualified Beneficiaries, those non-disabled family members are also entitled to the disability extension.

The Qualified Beneficiary must give the COBRA Administrator a copy of the Social Security Administration letter of disability determination before the end of the initial 18-month period and within 60 days of the later of:

- The date of the Social Security Administration disability determination;
- The date the Qualifying Event occurs;
- The date the Qualified Beneficiary loses (or would lose) coverage due to the original Qualifying Event; or
- The date on which the Qualified Beneficiary is informed of the requirement to notify the COBRA Administrator of the disability by receiving this Summary Plan Description or the General COBRA Notice.

Note: Premiums may be higher after the initial 18-month period for persons exercising this disability extension provision available under COBRA.

If the Social Security Administration determines the Qualified Beneficiary is no longer disabled, the Qualified Beneficiary must notify the Plan of that fact within 30 days after the Social Security Administration's determination.

Second Qualifying Events (Dependents Only): If Your family experiences another Qualifying Event while receiving 18 months of COBRA continuation coverage, the spouse and Dependent Children in Your family who are Qualified Beneficiaries may receive up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second event is provided to the COBRA Administrator. This additional coverage may be available to the spouse or Dependent Children who are Qualified Beneficiaries if the Employee or former Employee dies, becomes entitled to Medicare (Part A, Part B, or both) or is divorced or legally separated, or if the Dependent Child loses eligibility under the Plan as a Dependent. This extension is available only if the Qualified Beneficiaries were covered under the Plan prior to the original Qualifying Event or in the case of a newborn Child being added as a result of a HIPAA special enrollment right. Dependents acquired during COBRA continuation (other than newborns and newly adopted Children) are not eligible to continue coverage as the result of a subsequent Qualifying Event. These events will lead to the extension only when the event would have caused the spouse or Dependent Child to lose coverage under the Plan had the first Qualifying Event not occurred.

You or Your Dependents must provide the notice of a second Qualifying Event to the COBRA Administrator within a 60-day period that begins to run on the latest of:

- The date of the second Qualifying Event; or
- The date the Qualified Beneficiary loses (or would lose) coverage due to the second Qualifying Event; or
- The date on which the Qualified Beneficiary is informed of the requirement to notify the COBRA Administrator of the second Qualifying Event by receiving this Summary Plan Description or the General COBRA Notice.

COVERAGE OPTIONS OTHER THAN COBRA CONTINUATION COVERAGE

There may be other coverage options for You and Your family through the Health Insurance Marketplace, Medicare, Medicaid, the Children's Health Insurance Program (CHIP), or other group health plan coverage (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

In general, if You do not enroll in Medicare Part A or B when You are first eligible because You are still employed, after the Medicare initial enrollment period You have an eight-month special enrollment period to sign up for Medicare Part A or B, beginning on the earlier of (a) the month after Your employment ends, or (b) the month after group health plan coverage based on current employment ends.

If You do not enroll in Medicare and elect COBRA continuation coverage instead, You may have to pay a Part B late enrollment penalty and You may have a gap in coverage if You decide You want Part B later. If You elect COBRA continuation coverage and later enroll in Medicare Part A or B before the COBRA continuation coverage ends, the Plan may terminate Your continuation coverage. However, if Medicare Part A or B is effective on or before the date of the COBRA election, COBRA coverage may not be discontinued on account of Medicare entitlement, even if You enroll in the other part of Medicare after the date of the election of COBRA coverage. If You are enrolled in both COBRA continuation coverage and Medicare, Medicare will generally pay first (as the primary payer) and COBRA continuation coverage will pay second. For more information visit https://www.medicare.gov/medicare-and-you.

EARLY TERMINATION OF COBRA CONTINUATION

COBRA continuation coverage may terminate before the end of the above maximum coverage periods for any of the following reasons:

- The employer ceases to maintain a group health plan for any Employees. (Note that if the employer terminates the group health plan under which the Qualified Beneficiary is covered, but still maintains another group health plan for other, similarly situated Employees, the Qualified Beneficiary will be offered COBRA continuation coverage under the remaining group health plan, although benefits and costs may not be the same.)

- The required contribution for the Qualified Beneficiary's coverage is not paid within the timeframe expressed in the COBRA regulations.

- After electing COBRA continuation coverage, the Qualified Beneficiary becomes entitled to and enrolled in Medicare.

- After electing COBRA continuation coverage, the Qualified Beneficiary becomes covered under another group health plan.

- The Qualified Beneficiary is found not to be disabled during the disability extension. The Plan will terminate the Qualified Beneficiary's COBRA continuation coverage one month after the Social Security Administration makes a determination that the Qualified Beneficiary is no longer disabled.

- Termination for cause, such as submitting fraudulent claims.

SPECIAL NOTICE

If COBRA continuation coverage is elected, the continuation coverage must be maintained (by paying the cost of the coverage) for the duration of the COBRA continuation period. If the continuation coverage is not exhausted and maintained for the duration of the COBRA continuation period, the Qualified Beneficiary will lose his or her special enrollment rights. It is important to note that losing HIPAA special enrollment rights may have adverse effects for the Qualified Beneficiary since it will make it difficult to obtain coverage, whether group health coverage or insurance coverage through the individual market or the exchange. After COBRA continuation coverage is exhausted, the Qualified Beneficiary will have the option of electing other group health coverage or insurance coverage through the individual market or the exchange, in accordance with his or her HIPAA special enrollment rights.

DEFINITIONS

Qualified Beneficiary means a person covered by this group health Plan immediately before a Qualifying Event. A Qualified Beneficiary may be an Employee, the spouse of a covered Employee, or the Dependent Child of a covered Employee. This includes a Child who is born to or Placed for Adoption with a covered Employee during the Employee's COBRA coverage period if the Child is enrolled within the Plan's Special Enrollment Provision for newborns and adopted Children. This also includes a Child who was receiving benefits under this Plan pursuant to a Qualified Medical Child Support Order (QMCSO) immediately before the Qualifying Event.

Qualifying Event means Loss of Coverage due to one of the following:

- The death of the covered Employee.
- Voluntary or involuntary termination of the covered Employee's employment (other than for gross misconduct).
- A reduction in work hours of the covered Employee.
- Divorce or legal separation of the covered Employee from the Employee's spouse. (Also, if an Employee terminates coverage for his or her spouse in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the later divorce or legal separation may be considered a Qualifying Event even though the ex-spouse lost coverage earlier. If the ex-spouse notifies the Plan or the COBRA Administrator in writing within 60 calendar days after the divorce or legal separation and can establish that the coverage was originally eliminated in anticipation of the divorce or legal separation, then COBRA coverage may be available for the period after the divorce or legal separation.)
- The covered former Employee becomes enrolled in Medicare.
- A Dependent Child no longer qualifies as a Dependent as defined by the Plan.

Loss of Coverage means any change in the terms or conditions of coverage in effect immediately before a Qualifying Event. Loss of Coverage includes a change in coverage terms, a change in plans, termination of coverage, partial Loss of Coverage, an increase in Employee cost, and other changes that affect terms or conditions of coverage. Loss of Coverage does not always occur immediately after a Qualifying Event, but must always occur within the applicable 18- or 36-month coverage period. A Loss of Coverage that is not caused by a Qualifying Event may not trigger COBRA rights.

CONTINUED COVERAGE FOR DOMESTIC PARTNERS

Domestic Partners do not qualify as Qualified Beneficiaries under federal COBRA law. Therefore, under federal law, a Domestic Partner does not have the right to elect COBRA independently and separately from an eligible Employee.

However, this Plan allows grandfathered Domestic Partners to elect to continue coverage under a "COBRA-like" extension, separately and independently of eligible Employees, subject to the same terms and conditions that are outlined for Qualified Beneficiaries under COBRA when a Qualifying Event occurs.

IF YOU HAVE QUESTIONS

Questions concerning Your Plan or Your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in Your area or visit the EBSA website at www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.healthcare.gov.

The Plan Administrator:
CLARK COUNTY, NEVADA
500 S GRAND CENTRAL PKWY
LAS VEGAS NV 89155

The COBRA Administrator

UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994

INTRODUCTION

Employers are required to offer COBRA-like health care continuation coverage to persons in the armed service if the absence for military duty would result in a loss of coverage. Employees on leave for military service must be treated as if they are on leaves of absence and are entitled to any other rights and benefits accorded to similarly situated Employees on leaves of absence or furloughs. If an employer has different types of benefits available depending on the type of leave of absence, the most favorable comparable leave benefits must apply to Employees on military leave. Reinstatement following a military leave of absence may not be subject to Waiting Periods.

COVERAGE

The maximum length of health care continuation coverage required under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) is the lesser of:

- 24 months beginning on the day that the uniformed service leave begins, or
- A period beginning on the day that the service leave begins and ending on the day after the Employee fails to return to or reapply for employment within the time allowed by USERRA.

USERRA NOTICE AND ELECTION

An Employee or an appropriate officer of the uniformed service in which his or her service is to be performed must notify the employer that the Employee intends to leave the employment position to perform service in the uniformed services. An Employee should provide notice as far in advance as is reasonable under the circumstances. The Employee is excused from giving notice due to military necessity, or if giving notice is otherwise impossible or unreasonable under the circumstances.

Upon notice of intent to leave for uniformed service, Employees will be given the opportunity to elect USERRA continuation. Dependents do not have an independent right to elect USERRA coverage. Election of, payment for, and termination of the USERRA extension will be governed by the same requirements set forth under the COBRA Continuation of Coverage section, to the extent the COBRA requirements do not conflict with USERRA.

PAYMENT

If the military leave orders are for a period of 30 days or less, the Employee is not required to pay more than the amount he or she would have paid as an active Employee. For periods of 31 days or longer, if an Employee elects to continue health coverage pursuant to USERRA, such Employee and covered Dependents will be required to pay up to 102% of the full premium for the coverage elected.

EXTENDED COVERAGE RUNS CONCURRENTLY

Employees and their Dependents may be eligible for both COBRA and USERRA at the same time. Election of either the COBRA or USERRA extension by an Employee on leave for military service will be deemed an election under both laws, and the coverage offering the most benefit to the Employee will generally be extended. Coverage under both laws will run concurrently. Dependents who choose to independently elect extended coverage will be deemed eligible for the COBRA extension only because they are not eligible for a separate, independent right of election under USERRA.

PROTECTION FROM BALANCE BILLING

This section is to be interpreted in accordance with the No Surprises Act, as amended. Covered health care services that are subject to the No Surprises Act requirements will be reimbursed according to this section. Retiree-only plans are not subject to the Protection from Balance Billing requirements.

Emergency health care services provided by an Out-of-Network provider will be reimbursed as set forth under Allowed Amounts below.

Covered health care services provided at certain network facilities by Out-of-Network Physicians, when not Emergency health care services, will be reimbursed as set forth under Allowed Amounts below. For these covered health care services, the term “certain network facility” is limited to a Hospital, a Hospital Outpatient department, a critical access Hospital, an ambulatory surgical center, and any other facility specified by the Secretary of Health and Human Services.

Air Ambulance Transportation provided by an Out-of-Network provider will be reimbursed as set forth under Allowed Amounts below.

ALLOWED AMOUNTS

For covered health care services that are Ancillary Services received at certain network facilities on a non-Emergency basis from Out-of-Network Physicians, You are not responsible, and the Out-of-Network provider may not bill You, for amounts in excess of Your Co-pay, Plan Participation, or Deductible, based on the Recognized Amount as defined in this SPD.

For covered health care services that are non-Ancillary Services received at certain network facilities on a non-Emergency basis from Out-of-Network Physicians who have not satisfied the notice and consent criteria, or for unforeseen or urgent medical needs that arise at the time a non-Ancillary Service is provided for which notice and consent has been satisfied as described below, You are not responsible, and the Out-of-Network provider may not bill You, for amounts in excess of Your Co-pay, Plan Participation, or Deductible, based on the Recognized Amount as defined in this SPD.

For covered health care services that are Emergency health care services provided by an Out-of-Network provider, You are not responsible, and the Out-of-Network provider may not bill You, for amounts in excess of Your applicable Co-pay, Plan Participation, or Deductible, based on the Recognized Amount as defined in this SPD. Note: You may receive balance bills for post-stabilization services after an Emergency if Your attending Emergency Physician or treating provider determines that You can travel to an In-Network facility using non-medical or non-Emergency transportation but You choose to stay at the Out-of-Network facility, if the notice and consent requirements have been satisfied and the provider or facility acts in compliance with applicable state laws.

For covered health care services that are air Ambulance Transportation services provided by an Out-of-Network provider, You are not responsible, and the Out-of-Network provider may not bill You, for amounts in excess of Your applicable Co-pay, Plan Participation, or Deductible, based on the rates that would have applied if the service had been provided by a network provider and on the Recognized Amount as defined in this SPD.

Allowed amounts are determined in accordance with the claims administrator’s reimbursement policy guidelines or as required by law, as described in this SPD.

OUT-OF-NETWORK BENEFITS

When covered health care services are received from an Out-of-Network provider as described below, allowed amounts are determined as follows:

- For non-Emergency covered health care services received at certain network facilities from Out-of-Network Physicians when such services are either Ancillary Services or non-Ancillary Services that have not satisfied the notice and consent criteria of section 2799B-2(d) of the Public Service Act with respect to a visit as defined by the Secretary of Health and Human Services, the allowed amount is based on one of the following, in the order listed as applicable:
  - The reimbursement rate as determined by a state All Payer Model Agreement.
  - The reimbursement rate as determined by state law.
  - The initial payment made by the claims administrator, or the amount subsequently agreed to by the Out-of-Network provider and the claims administrator.
  - The amount determined by Independent Dispute Resolution (IDR).

For the purpose of this provision, the term "certain network facility" is limited to a Hospital, a Hospital Outpatient department, a critical access Hospital, an ambulatory surgical center, and any other facility specified by the Secretary of Health and Human Services.

IMPORTANT NOTICE: For Ancillary Services, non-Ancillary Services provided without notice and consent, and non-Ancillary Services for unforeseen or urgent medical needs that arise at the time a service is provided for which notice and consent has been satisfied, You are not responsible, and an Out-of-Network Physician may not bill You, for amounts in excess of Your applicable Co-pay, Plan Participation, or Deductible, based on the Recognized Amount as defined in this SPD.

- For Emergency health care services provided by an Out-of-Network provider, the allowed amount is based on one of the following, in the order listed as applicable:
  - The reimbursement rate as determined by a state All Payer Model Agreement.
  - The reimbursement rate as determined by state law.
  - The initial payment made by the claims administrator, or the amount subsequently agreed to by the Out-of-Network provider and the claims administrator.
  - The amount determined by Independent Dispute Resolution (IDR).

IMPORTANT NOTICE: You are not responsible, and an Out-of-Network provider may not bill You, for amounts in excess of Your applicable Co-pay, Plan Participation, or Deductible, based on the Recognized Amount as defined in this SPD.

- For air Ambulance Transportation provided by an Out-of-Network provider, the allowed amount is based on one of the following, in the order listed as applicable:
  - The reimbursement rate as determined by a state All Payer Model Agreement.
  - The reimbursement rate as determined by state law.
  - The initial payment made by the claims administrator, or the amount subsequently agreed to by the Out-of-Network provider and the claims administrator.
  - The amount determined by Independent Dispute Resolution (IDR).

IMPORTANT NOTICE: You are not responsible, and an Out-of-Network provider may not bill You, for amounts in excess of Your Co-pay, Plan Participation, or Deductible, based on the rates that would have applied if the service had been provided by a network provider and on the Recognized Amount as defined in this SPD.

After the Plan has issued payment for covered health care services, the Plan may be required to pay the provider an additional amount or discount to resolve and settle the provider’s balance bill.

PROVIDER NETWORK

The word **"Network"** means an organization that has contracted with various providers to provide health care services to Covered Persons at a Negotiated Rate. Providers who participate in a Network have agreed to accept the Negotiated Rates as payment in full, including any portion of the fees that the Covered Person must pay due to the Deductible, Plan Participation amounts, or other out-of-pocket expenses. The allowable charges used in the calculation of the payable benefit to participating providers will be determined by the Negotiated Rates in the network contract. A provider who does not participate in a Network may bill Covered Persons for additional fees over and above what the Plan pays.

Knowing to which Network a provider belongs will help a Covered Person determine how much he or she will need to pay for certain services. To obtain the highest level of benefits under this Plan, Covered Persons should receive services from In-Network providers. However, this Plan does not limit a Covered Person's right to choose his or her own provider of medical care at his or her own expense if a medical expense is not a Covered Expense under this Plan, or is subject to a limitation or exclusion.

To find out to which Network a provider belongs, please refer to the Provider Directory, or call the toll-free number that is listed on the back of the Plan's identification card. The participation status of providers may change from time to time.

- If a provider belongs to one of the following Networks, claims for Covered Expenses will normally be processed in accordance with the **In-Network** benefit levels that are listed on the Schedule of Benefits:

  Clark County Nevada

- For services received from any other provider, claims for Covered Expenses will normally be processed in accordance with the **Out-of-Network** benefit levels that are listed on the Schedule of Benefits.

EXCEPTIONS TO THE PROVIDER NETWORK BENEFITS

In addition to services required to be covered as specified under the Protection from Balance Billing section of this SPD, some benefits may be processed at In-Network benefit levels when provided by Out-of-Network providers. When Out-of-Network charges are covered in accordance with Network benefits, the charges may be subject to Plan limitations. The following exceptions may apply:

- Non-air Ambulance Transportation services will be payable at the In-Network level of benefits when provided by an Out-of-Network provider.
- Covered services (including Preventive Services) provided by a radiologist, anesthesiologist, certified registered nurse anesthetist, or pathologist will be payable at the In-Network level of benefits when services are provided at a Network facility even if the provider is an Out-of-Network provider.
- Covered services provided by a Physician (including surgeons and assistant surgeons only if Medically Necessary) during an Inpatient stay will be payable at the In-Network level of benefits when provided at an In-Network Hospital. The covered charge will not exceed 20% of the surgeon's allowance.
- Urgent Care services will be payable at the In-Network level of benefits when provided by an Out-of-Network provider.

CONTINUITY OF CARE

You or Your Dependents have the option of requesting extended care from Your current health care provider or facility if the provider or facility is no longer working with Your health Plan and is no longer considered In-Network.

The In-Network benefit level may continue for up to 90 days or until You no longer meet the criteria below, whichever is earlier, despite the fact that these expenses are no longer considered In-Network due to provider or facility termination from the Network. In order to be eligible, You or Your Dependents must have been, and must continue to be, under a treatment plan by a provider or facility who was a member of the participating Network. You must also be one of the following:

- An individual undergoing a course of treatment for a serious and complex condition that is either:
  - An acute Illness, meaning a condition serious enough to require specialized medical care to avoid the reasonable possibility of death or permanent harm.
  - A chronic Illness or condition that is life-threatening, degenerative, potentially disabling, or congenital and requires specialized medical care over a prolonged period of time.
- An individual undergoing Inpatient or institutional care.
- An individual scheduled for non-elective surgical care, including necessary postoperative care.
- An individual who is pregnant and being treated.
- An individual who is terminally ill and receiving treatment for such Illness by a provider or facility.

To obtain a Continuity of Care form that You and Your provider will need to complete for the request to be considered, call the number on the back of Your ID card or access the benefit portal.

Provider Directory Information

Each covered Employee, COBRA participant, and Child or guardian of a Child who is considered an alternate recipient under a Qualified Medical Child Support Order will automatically be given or electronically provided a separate document, at no cost, that lists the participating Network providers for this Plan. The Employee should share this document with other covered individuals in his or her household. If a covered spouse or Dependent wants a separate provider list, he or she may make a written request to the Plan Administrator. The Plan Administrator may make a reasonable charge to cover the cost of furnishing complete copies to the spouse or other covered Dependents.

COVERED MEDICAL BENEFITS

This Plan provides coverage for the following covered benefits if services are authorized by a Physician or other Qualified Provider, if applicable, and are necessary for the treatment of an Illness or Injury, subject to any limits, maximums, exclusions, or other Plan provisions shown in this SPD. The Plan does not provide coverage for services if medical evidence shows that treatment is not expected to resolve, improve, or stabilize the Covered Person's condition, or if a plateau has been reached in terms of improvement from such services.

In addition, any diagnosis change for a covered benefit after a payment denial will not be considered for benefits unless the Plan is provided with all pertinent records along with the request for change that justifies the revised diagnosis. Such records must include the history and initial assessment and must reflect the criteria listed in the most recent International Classification of Diseases (ICD) or Diagnostic and Statistical Manual (DSM) for the new diagnosis, or, if in a foreign country, must meet diagnostic criteria established and commonly recognized by the medical community in that region.

Important: Prior authorization may be required before benefits will be considered for payment. Failure to obtain prior authorization may result in a penalty or increased out-of-pocket costs. Refer to the UMR CARE section of this SPD for a description of these services and prior authorization procedures.

1. **3D Mammograms,** for the diagnosis and treatment of a covered medical benefit or for preventive screenings as described under the Preventive / Routine Care benefits.

2. **Abortions:** If a Physician states in writing that the mother's life would be in danger if the fetus were to be carried to term or if the pregnancy was the result of incest or rape.

3. **Allergy Treatment,** including injections and sublingual drops, testing and serum. Allergy testing, serum and injections not performed by an allergist are not covered.

4. **Ambulance Transportation:** Medically Necessary ground and air transportation by a vehicle designed, equipped, and used only to transport the sick and injured to the nearest medically appropriate Hospital. Medically Necessary Ambulance Transportation does not include, and this Plan will not cover, transportation that is primarily for repatriation (e.g., to return the patient to the United States) or transfer to another facility, unless appropriate medical care is not available at the facility currently treating the patient and transport is to the nearest facility able to provide appropriate medical care.

5. **Anesthetics and Their Administration.**

6. **Anti-cancer drug therapy, non-cancer related drug therapy or other Medically Necessary therapeutic drug services.**

7. **Augmentation Communication Devices** and related instruction or therapy.

8. **Autism Spectrum Disorders (ASD) Treatment.**

   ASD treatment may include any of the following services: diagnosis and assessment; psychological, psychiatric, and pharmaceutical (medication management) care; speech therapy, occupational therapy, and physical therapy; or Applied Behavioral Analysis (ABA) therapy.

   Treatment is subject to all other Plan provisions as applicable (such as Prescription benefit coverage, behavioral/mental health coverage, and/or coverage of therapy services).

   Coverage does not include services or treatment identified elsewhere in the Plan as non-covered or excluded (such as Experimental, Investigational, or Unproven treatment, custodial care, nutritional or dietary supplements, or educational services that should be provided through a school district).

9. **Breast Pumps** and related supplies. Benefits for breast pumps include the lesser cost of purchasing or renting one breast pump per pregnancy in conjunction with childbirth. Member can purchase within 30 days of delivery date. Plan does not allow for breast pumps purchased through hospital.

10. **Breast Reductions** if Medically Necessary.

11. **Breastfeeding Support, Supplies, and Counseling** in conjunction with each birth. The Plan also covers comprehensive lactation support and counseling by a trained provider during pregnancy and in the postpartum period.

12. **Cardiac Pulmonary Rehabilitation** when Medically Necessary when needed as a result of an Illness or Injury.

13. **Cardiac Rehabilitation** programs are covered when Medically Necessary, if referred by a Physician, for patients who have certain cardiac conditions.

    Covered services include:

    - Phase I cardiac rehabilitation, while the Covered Person is an Inpatient.
    - Phase II cardiac rehabilitation, while the Covered Person is in a Physician-supervised Outpatient, monitored, low-intensity exercise program. Services generally will be in a Hospital rehabilitation facility and include monitoring of the Covered Person's heart rate and rhythm, blood pressure, and symptoms by a health professional. Phase II generally begins within 30 days after discharge from the Hospital.

14. **Cataract or Aphakia Surgery** as well as surgically implanted conventional intraocular cataract lenses following such a procedure. Multifocal intraocular lenses are not allowable. Eye refractions and one set of contact lenses or glasses (frames and lenses) after cataract surgery are also covered.

15. **Circumcision** and related expenses when care and treatment meet the definition of Medical Necessity. Circumcision of newborn males is also covered as stated under nursery and newborn medical benefits.

16. **Cleft Palate and Cleft Lip,** benefits will be provided for initial and staged reconstruction of cleft palate or cleft lip. Such coverage includes Medically Necessary oral surgery and pre-graft palatal expander.

17. **Contraceptives and Counseling:** All Food and Drug Administration-approved contraceptive methods, sterilization procedures, and patient education and counseling.

    The following contraceptives will be processed under the medical Plan:

    - Contraceptive injections (such as Depo-Provera) and their administration regardless of purpose.
    - Contraceptive devices such as IUDs and implants, including their insertion and removal regardless of purpose.

18. **Cornea Transplants** are payable at the percentage listed under "All Other Covered Expenses" on the Schedule of Benefits.

19. **Dental Services** include:

- The care and treatment of natural teeth and gums if an Injury is sustained in an Accident (other than one occurring while eating or chewing), or for treatment of cleft palate, including implants. Treatment must be completed within 12 months of the Injury except when medical and/or dental conditions preclude completion of treatment within this time period. Examples of Covered Services, in such (accidental) instances, include:
  - Root canal therapy, post and build up.
  - Temporary crowns.
  - Temporary partial bridges.
  - Temporary and permanent fillings.
  - Pulpotomy.
  - Extraction of broken teeth.
  - Incision and drainage.
  - Tooth stabilization through splinting.

  No benefits are provided for removable dental prosthetics, dentures (partial or complete) or subsequent restoration of teeth, including permanent crowns.
- Inpatient or Outpatient Hospital charges, including professional services for X-rays, laboratory services, and anesthesia while in the Hospital, if necessary due to the patient's age of 5 years or under, due to intellectual disabilities, or because an individual has medical conditions that may cause undue medical risk.
- Removal of all teeth at an Inpatient or Outpatient Hospital or dentist's office if removal of the teeth is part of standard medical treatment that is required before the Covered Person can undergo radiation therapy for a covered medical condition.

20. **Diabetes Treatment:** Charges Incurred for the treatment of diabetes and diabetic self-management education programs, diabetic shoes and nutritional counseling.

21. **Dialysis:** Charges for dialysis treatment of acute renal failure or chronic irreversible renal insufficiency for the removal of waste materials from the body, including hemodialysis and peritoneal dialysis. Coverage also includes use of equipment or supplies, unless covered through the Prescription Drug Benefits section. Charges are paid the same as for any other Illness.

22. **Durable Medical Equipment,** subject to all of the following:

- The equipment must meet the definition of Durable Medical Equipment in the Glossary of Terms. Examples include, but are not limited to, crutches, wheelchairs, Hospital-type beds, and oxygen equipment.
- The equipment must be prescribed by a Physician.
- The equipment will be provided on a rental basis when available; however, such equipment may be purchased at the Plan's option. Any amount paid to rent the equipment will be applied toward the purchase price. In no case will the rental cost of Durable Medical Equipment exceed the purchase price of the item.
- The Plan will pay benefits for only ONE of the following: a manual wheelchair, motorized wheelchair or motorized scooter, unless necessary due to the growth of the person or if changes to the person's medical condition require a different product, as determined by the Plan.
- If the equipment is purchased, benefits may be payable for subsequent repairs excluding batteries, or replacement only if required:
  - due to the growth or development of a Dependent Child;
  - because of a change in the Covered Person's physical condition; or
  - because of deterioration caused from normal wear and tear.

  The repair or replacement must also be recommended by the attending Physician. In all cases, repairs or replacement due to abuse or misuse, as determined by the Plan, are not covered, and replacement is subject to prior approval by the Plan.

- Post-surgical bras, camisoles, breast prosthesis, compression stockings are covered.
- Insulin pumps and diabetic equipment are also covered.
- Over-the-counter and convenience supplies Items not covered, examples include shower chairs, toilet seats, or alcohol wipes.

23. **Emergency Room Hospital and Physician Services,** including Emergency room services for stabilization or initiation of treatment of a medical Emergency condition provided on an Outpatient basis at a Hospital, as shown in the Schedule of Benefits.

24. **Extended Care Facility Services** for both mental and physical health diagnoses. Charges will be paid under the applicable diagnostic code. The following services are covered:

    - Room and board.
    - Miscellaneous services, supplies, and treatments provided by an Extended Care Facility, including Inpatient rehabilitation.

25. **Foot Care (Podiatry)** that is recommended by a Physician as a result of infection. The following charges for foot care will also be covered:

    - Treatment of any condition resulting from weak, strained, flat, unstable, or unbalanced feet when surgery is performed.
    - Treatment of corns, calluses, and toenails when at least part of the nail root is removed or when needed to treat a metabolic or peripheral vascular disease.
    - Physician office visit for diagnosis of bunions. The Plan also covers treatment of bunions when an open cutting operation or arthroscopy is performed.

26. **Gender Transition:** ~~Treatment, drugs, medicines, services, and supplies for, or leading to and including, gender transition surgery. Cross-sex hormone therapy is covered. Puberty suppressing medication is not cross-sex hormone therapy~~. Charges for services related to gender reassignment will be covered in accordance with medical necessity guidelines in accordance with Senate Bill 163 (Nevada 2023). Benefits include pre- and post-surgical hormone therapy. ***A candidate for gender reassignment must be confirmed with gender dysphoria in accordance with clinical guidelines***

27. **Genetic Testing or Genetic Counseling in relation to Genetic Testing** based on Medical Necessity.

    Genetic testing MUST meet the following requirements:

    The test must not be considered Experimental, Investigational, or Unproven. The test must be performed by a CLIA-certified laboratory. The test result must directly impact or influence the disease treatment of the Covered Person.

    Genetic testing must also meet at least one of the following:

    - The patient has current signs and/or symptoms (i.e., the test is being used for diagnostic purposes).
    - Conventional diagnostic procedures are inconclusive.
    - The patient has risk factors or a particular family history that indicates a genetic cause.
    - The patient meets defined criteria that place him or her at high genetic risk for the condition.

28. **Hearing Services** include:

    - Exams, tests, services, and supplies to diagnose and treat a medical condition.
    - Purchase or fitting of hearing aids. Bone anchored hearing aids, used according to U.S. Food and Drug Administration (FDA) approved indications, are covered under the applicable medical/surgical benefit for a member who is not a candidate for an air-conduction hearing aid.
    - ~~Implantable hearing devices, including semi-implantable hearing devices.~~

29. **Home Health Care Services:** (Refer to the Home Health Care Benefits section of this SPD.)

30. **Hospice Care Services:** Treatment given at a Hospice Care facility must be in place of a stay in a Hospital or Extended Care Facility, and may include:

- **Assessment,** which includes an assessment of the medical and social needs of the Terminally Ill person and a description of the care required to meet those needs.
- **Inpatient Care** in a facility when needed for pain control and other acute and chronic symptom management, psychological and dietary counseling, physical or occupational therapy, and part-time Home Health Care services.
- **Outpatient Care,** which provides or arranges for other services related to the Terminal Illness, including the services of a Physician or Qualified physical or occupational therapist or nutrition counseling services provided by or under the supervision of a Qualified dietician.
- **Respite Care** to provide temporary relief to the family or other caregivers in the case of an Emergency or to provide temporary relief from the daily demands of caring for a terminally ill person.
- **Bereavement Counseling:** services that are received by a Covered Person's Close Relative when directly connected to the Covered Person's death and the charges for which are bundled with other hospice charges. Counseling services must be provided by a Qualified social worker, Qualified pastoral counselor, Qualified psychologist, Qualified psychiatrist, or other Qualified Provider, if applicable. The services must be furnished within six months of death.

The Covered Person must be Terminally Ill with an anticipated life expectancy of about six months. However, services are not limited to a maximum of six months if continued Hospice Care is deemed appropriate by the Physician, up to the maximum hospice benefits available under the Plan.

31. **Hospital Services (Including Inpatient Services, Surgical Centers, and Inpatient Birthing Centers).** The following services are covered:

- Semi-private and private room and board services:
  - For network charges, this rate is based on the network agreement. Semi-private rate reductions may apply.
  - For non-network charges, any charge over a semi-private room charge will be a Covered Expense only if determined by the Plan to be Medically Necessary. If the Hospital has no semi-private rooms, the Plan will allow the private room rate, subject to the Protection from Balance Billing allowed amount, Usual and Customary charges, or Negotiated Rate, whichever is applicable.
- Intensive care unit room and board.
- Miscellaneous and Ancillary Services.
- Blood, blood plasma, and plasma expanders, when not available without charge.

Observation in a Hospital room will be considered Inpatient treatment if the duration of the observation status exceeds 72 hours. Observation means the use of appropriate monitoring, diagnostic testing, treatment, and assessment of patient symptoms, signs, laboratory tests, and response to therapy for the purpose of determining whether a patient will require further treatment as an Inpatient or can be discharged from the Hospital setting.

32. **Hospital Services (Outpatient).**

Observation in a Hospital room will be considered Outpatient treatment if the duration of the observation status is 72 hours or less. Observation means the use of appropriate monitoring, diagnostic testing, treatment, and assessment of patient symptoms, signs, laboratory tests, and response to therapy for the purpose of determining whether a patient will require further treatment as an Inpatient or can be discharged from the Hospital setting.

33. **Infant Formula** administered through a tube as the sole source of nutrition for the Covered Person.

34. **Infertility Treatment** to the extent required to treat or correct underlying causes of infertility, when such treatment is Medically Necessary and cures the condition of, alleviates the symptoms of, slows the harm to, or maintains the current health status of the Covered Person. Once the patient is receiving fertility treatment to achieve pregnancy, diagnostic tests and treatments are then considered part of the infertility benefit.

    Covered Infertility Treatment includes genetic testing to diagnose infertility. Covered services are limited to:

    - Laboratory studies.
    - Diagnostic procedures.
    - Artificial insemination services.

35. **Laboratory or Pathology Tests and Interpretation Charges** for covered benefits. Charges by a pathologist for interpretation of computer-generated automated laboratory test reports are not covered by the Plan.

36. **Manipulations:** Treatments for musculoskeletal conditions when Medically Necessary. Also refer to Maintenance Therapy under the General Exclusions section of this SPD.

37. **Maternity Benefits** for Covered Persons include:

    - Hospital or Birthing Center room and board.
    - Vaginal delivery or Cesarean section.
    - Non-routine prenatal care.
    - Postnatal care.
    - Diagnostic testing.
    - Abdominal operation for intrauterine pregnancy or miscarriage.
    - Outpatient Birthing Centers.
    - Midwives.
    - Amniocentesis requires medical necessity review.
    - Lactation Education covered in hospital setting.

38. **Medical Supplies** obtained outside of a medical office visit.

39. **Mental Health Treatment.** (Refer to the Mental Health Benefits section of this SPD.)

40. **Morbid Obesity Treatment** includes only the following treatments if those treatments are determined to be Medically Necessary and be appropriate for an individual's Morbid Obesity condition. Refer to the Glossary of Terms for a definition of Morbid Obesity.

    - Bariatric surgery, including, but not limited to:
        - Gastric or intestinal bypasses (Roux-en-Y, biliopancreatic bypass, and biliopancreatic diversion with duodenal switch).
        - Stomach stapling (vertical banded gastroplasty, gastric banding, and gastric stapling).
        - Lap band (laparoscopic adjustable gastric banding).
        - Gastric sleeve procedure (laparoscopic vertical gastrectomy and laparoscopic sleeve gastrectomy).
    - Charges for diagnostic services.

    This Plan does not cover diet supplements, exercise equipment or any other items listed in the General Exclusions section of this SPD. Skin removal after Morbid Obesity surgery is not covered even if found medically necessary.

41. **Nursery and Newborn Expenses, Including Circumcision,** are covered for the following Children of the covered Employee or covered spouse: natural (biological) Children and newborn Children who are adopted or Placed for Adoption at the time of birth.

    Newborns covered automatically for first 31 days following birth. Coverage will cease beginning with the 32nd day unless the newborn child has been affirmatively enrolled as a dependent in the plan by completing and submitting an approved enrollment change form by the end of the 60th day following the date of birth.

42. **Nutritional Counseling.**

43. **Nutritional Supplements, Enteral Feedings, Vitamins, and Electrolytes** that are prescribed by a Physician and administered through a tube, provided they are the sole source of nutrition or are part of a chemotherapy regimen. This includes supplies related to enteral feedings (for example, feeding tubes, pumps, and other materials used to administer enteral feedings), provided the feedings are prescribed by a Physician and are the sole source of nutrition or are part of a chemotherapy regimen.

44. **Occupational Therapy.** (See Therapy Services below.)

45. **Oral Surgery** includes:

    - Excision of partially or completely impacted teeth only covered when dental benefit is exhausted.
    - Excision of tumors and cysts of the jaws, cheeks, lips, tongue, roof, and floor of the mouth when such conditions require pathological examinations.
    - Surgical procedures required to correct accidental injuries of the jaws, cheeks, lips, tongue, roof, and floor of the mouth.
    - Reduction of fractures and dislocations of the jaw.
    - External incision and drainage of cellulitis.
    - Incision of accessory sinuses, salivary glands, or ducts.
    - Frenectomy (the cutting of the tissue in the midline of the tongue).
    - Excision of exostosis of jaws and hard palate.
    - Removal of teeth which is necessary in order to perform radiation therapy and Oral Surgical Services which treat the correction of non-dental, physiological conditions which have resulted in a severe functional impairment.

46. **Orthotic Appliances, Devices, and Casts,** including the exam for required Prescription and fitting, when prescribed to aid in healing, provide support to an extremity, or limit motion to the musculoskeletal system after Injury. These devices can be used for acute Injury or to prevent Injury. Orthotic appliances and devices include custom molded shoe orthotics, supports, trusses, elastic compression stockings, and braces. Diabetic shoes are covered with prescription and related to a diabetic condition, otherwise only when an integral part of a lower body brace. Deluxe upgrades determined not to be medically necessary are not covered.

47. **Oxygen and Its Administration.**

48. **Pharmacological Medical Case Management** (medication management and lab charges).

49. **Physical Therapy.** (See Therapy Services below.)

50. **Physician Services** for covered benefits.

51. **Pre-Admission Testing** if necessary and consistent with the diagnosis and treatment of the condition for which the Covered Person is being admitted to the Hospital.

52. **Prescription Medications** that are administered or dispensed as take-home drugs as part of treatment while in the Hospital or at a medical facility (including claims billed on a claim form from a long-term care facility, assisted living facility, or Skilled Nursing Facility) and that require a Physician's Prescription. Coverage does not include paper (script) claims obtained at a retail pharmacy, which are covered under the Prescription benefit.

53. **Preventive / Routine Care** as listed under the Schedule of Benefits.

The Plan pays benefits for Preventive Care services provided on an Outpatient basis at a Physician's office, an Alternate Facility, or a Hospital that encompass medical services that have been demonstrated by clinical evidence to be safe and effective in either the early detection of disease or in the prevention of disease, have been proven to have a beneficial effect on health outcomes, and include the following as required under applicable law:

- Evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force;
- Immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention;
- With respect to infants, Children, and adolescents, evidence-informed Preventive Care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration; and
- Additional preventive care and screenings as provided for in comprehensive guidelines supported by the Health Resources and Services Administration.
- Well-women Preventive Care visit(s) for women to obtain the recommended preventive services that are age and developmentally appropriate, including preconception and prenatal care. The well-women visit should, where appropriate, include the following additional preventive services listed in the Health Resources and Services Administrations guidelines, as well as others referenced in the Affordable Care Act:

  - Screening for gestational diabetes;
  - Human papillomavirus (HPV) DNA testing;
  - Counseling for sexually transmitted infections;
  - Counseling and screening for human immune-deficiency virus;
  - Screening and counseling for interpersonal and domestic violence; and
  - Breast cancer genetic test counseling (BRCA) for women at high risk.

  Please visit the following links for additional information:

  https://www.healthcare.gov/preventive-care-benefits/
  https://www.healthcare.gov/preventive-care-children/
  https://www.healthcare.gov/preventive-care-women/

54. **Prosthetic Devices.** The initial purchase, fitting, repair and replacement of fitted prosthetic devices (artificial body parts, including limbs, eyes and larynx) that replace body parts. Benefits may be payable for subsequent repairs or replacement only if required:

- Due to the growth or development of a Dependent Child; or
- When necessary because of a change in the Covered Person's physical condition; or
- Because of deterioration caused from normal wear and tear.

The repair or replacement must also be recommended by the attending Physician. In all cases, repairs or replacement due to abuse or misuse, as determined by the Plan, are not covered and replacement is subject to prior approval by the Plan.

Bionic, myoelectric, microprocessor-controlled, and computerized prosthetics are not covered. Deluxe upgrades determined not to be medically necessary are not covered.

55. **Qualifying Clinical Trials** as defined below, including routine patient care costs Incurred during participation in a Qualifying Clinical Trial for the treatment of:

- Cancer or other Life-Threatening Disease or Condition. For purposes of this benefit, a Life-Threatening Disease or Condition is one from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

Benefits include the reasonable and necessary items and services used to prevent, diagnose, and treat complications arising from participation in a Qualifying Clinical Trial.

Benefits are available only when the Covered Person is clinically eligible for participation in the Qualifying Clinical Trial as defined by the researcher.

Routine patient care costs for Qualifying Clinical Trials may include:

- Covered health services (e.g., Physician charges, lab work, X-rays, professional fees, etc.) for which benefits are typically provided absent a clinical trial;
- Covered health services required solely for the administration of the Investigational item or service, the clinically appropriate monitoring of the effects of the item or service, or the prevention of complications; and
- Covered health services needed for reasonable and necessary care arising from the provision of an Investigational item or service.

Routine costs for clinical trials do not include:

- The Experimental or Investigational service or item as it is typically provided to the patient through the clinical trial.
- Items and services provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient;
- A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis; and
- Items and services provided by the research sponsors free of charge for any person enrolled in the trial.

With respect to cancer or other Life-Threatening Diseases or Conditions, a Qualifying Clinical Trial is a Phase I, Phase II, Phase III, or Phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other Life-Threatening Disease or Condition and that meets any of the following criteria in the bulleted list below.

- Federally funded trials. The study or investigation is approved or funded (which may include funding through in-kind contributions) by one or more of the following:

  - National Institutes of Health (NIH), including the National Cancer Institute (NCI);
  - Centers for Disease Control and Prevention (CDC);
  - Agency for Healthcare Research and Quality (AHRQ);
  - Centers for Medicare and Medicaid Services (CMS);
  - A cooperative group or center of any of the entities described above or the Department of Defense (DOD) or Veterans Administration (VA);
  - A qualified non-governmental research entity identified in the guidelines issued by the NIH for center support grants; or

- The Department of Veterans Affairs, the DOD, or the Department of Energy as long as the study or investigation has been reviewed and approved through a system of peer review that is determined by the Secretary of Health and Human Services to meet both of the following criteria:
  - It is comparable to the system of peer review of studies and investigations used by the NIH; and
  - It ensures unbiased review of the highest scientific standards by qualified individuals who have no interest in the outcome of the review.
- The study or investigation is conducted under an Investigational new drug application reviewed by the U.S. Food and Drug Administration;
- The study or investigation is a drug trial that is exempt from having such an Investigational new drug application;
- The clinical trial must have a written protocol that describes a scientifically sound study and have been approved by all relevant Institutional Review Boards (*IRBs*) before participants are enrolled in the trial. The Plan Sponsor may, at any time, request documentation about the trial; or
- The subject or purpose of the trial must be the evaluation of an item or service that meets the definition of a covered health service and is not otherwise excluded under the Plan.

56. **Radiology and Interpretation Charges.**

57. **Reconstructive Surgery** includes:

- Surgery following a mastectomy under the Women's Health and Cancer Rights Act (WHCRA). Under the WHCRA, the Covered Person must be receiving benefits in connection with a mastectomy in order to receive benefits for reconstructive treatments. Covered Expenses are reconstructive treatments that include all stages of reconstruction of the breast on which the mastectomy was performed; surgery and reconstruction of the other breast to produce a symmetrical appearance; and prostheses and complications of mastectomies, including lymphedemas.
- Surgery to restore a bodily function that has been impaired by a congenital Illness or anomaly, or by an Accident, or from an infection or other disease of the involved part.

58. **Respiratory Therapy.** (See Therapy Services below.)

59. **Second Surgical Opinion** if given by a board-certified Specialist in the medical field related to the surgical procedure being proposed. The Physician providing the second opinion must not be affiliated in any way with the Physician who rendered the first opinion.

60. **Sexual Function:** Diagnostic services in connection with treatment for male or female impotence.

61. **Sleep Disorders** if Medically Necessary.

62. **Sleep Studies.**

63. **Speech Therapy.** (See Therapy Services below.)

64. **Sterilizations.**

65. **Substance Use Disorder Services.** (Refer to the Substance Use Disorder and Chemical Dependency Benefits section of this SPD.)

66. **Surgery and Assistant Surgeon Services.**

- If an assistant surgeon is required, the assistant surgeon's covered charge will not exceed 20% of the allowance for the primary procedure performed. For in-network providers, the assistant surgeon's allowable amount will be determined per the network contract.
- If bilateral or multiple surgical procedures are performed by one surgeon, benefits will be determined based on the allowance for the primary procedure; and a percentage of the allowance for the subsequent procedure(s). If multiple unrelated surgical procedures are performed by two or more surgeons on separate operative fields, benefits will be based on the allowance for each surgeon's primary procedure. If two or more surgeons perform a procedure that is normally performed by one surgeon, benefits for all surgeons will not exceed the allowable amount for that procedure.

67. **Telehealth.** Consultations made by a Covered Person to a Physician.

68. **Telemedicine.** (Refer to the Teladoc Services section of this SPD for more details.)

69. **Temporomandibular Joint Disorder (TMJ) Services** include:

- Diagnostic services.
- Surgical treatment of the temporomandibular joint.
- Non-surgical treatment (including intraoral devices or any other non-surgical method to alter occlusion and/or vertical dimension).

Coverage does not include orthodontic services.

70. **Therapeutic Radiology** (treatment of cancer and other diseases with radiation).

71. **Therapy Services:** Therapy must be ordered by a Physician and provided as part of the Covered Person's treatment plan. Services include:

- **Occupational therapy** by a Qualified occupational therapist (OT) or other Qualified Provider, if applicable.
- **Physical therapy** by a Qualified physical therapist (PT) or other Qualified Provider, if applicable.
- **Respiratory therapy** by a Qualified respiratory therapist (RT) or other Qualified Provider, if applicable.
- **Speech therapy** necessary for the diagnosis and treatment of speech and language disorders that result in a communication disability by a Qualified speech therapist (ST) or other Qualified Provider, if applicable, including therapy for the treatment of disorders of speech, language, voice, communication, and auditory processing only when the disorder results from Injury, stroke, cancer, a Congenital Anomaly, or Autism Spectrum Disorder.

The Plan allows coverage for medical charges and occupational and/or physical therapy for Developmental Delays due to Accidents or Illnesses such as Bell's palsy, CVA (stroke), apraxia, cleft palate/lip, recurrent/chronic otitis media, vocal cord nodules, Down's syndrome and cerebral palsy when performed by a Qualified Provider. The Plan allows coverage for the treatment of disorders of speech, language, voice, communication, and auditory processing only when such a disorder results from Injury, stroke, cancer, a Congenital Anomaly, or Autism Spectrum Disorder. The Plan will pay benefits for cognitive rehabilitation therapy only when Medically Necessary following a post-traumatic brain Injury or cerebral vascular Accident.

72. **Tobacco Addiction:** Preventive / Routine Care as required by applicable law.

73. **Transplant Services.** (Refer to the Transplant Benefits section of this SPD.)

74. **Urgent Care Facility** as shown in the Schedule of Benefits of this SPD.

75. **Vision Care Services.** (Refer to Vision Care section of this SPD.)

76. **Walk-In Retail Health Clinics:** Charges associated with medical services provided at Walk-In Retail Health Clinics.

TELADOC SERVICES

Note: Teladoc Services described below are subject to state availability. Access to telephonic or video based consultations may be restricted in some states.

This Plan has a special benefit allowing Covered Persons of all ages to receive telephone or web-based video consultations with Physicians for routine primary medical diagnoses.

Teladoc may be used:

- When immediate care is needed.
- When considering the ER or Urgent Care center for non-Emergency issues.
- When You are on vacation or on a business trip.

Teladoc can provide care for the following types of conditions:

- General medicine, including, but not limited to:
  - Colds and flu
  - Allergies
  - Bronchitis
  - Pink eye
  - Upper respiratory infections
- A refill of a recurring Prescription.
- Pediatric care.
- Non-Emergency medical assistance.

In order to obtain this benefit, a Covered Person must complete a medical history disclosure form that will serve as an electronic medical record for consulting Physicians. This form can be completed via the Teladoc website, via the call center, or via the Teladoc mobile app. Once enrolled, a Covered Person may phone 1-800-TELADOC (1-800-835-2362) and request a consultation with a Physician. A Physician will then return the Covered Person's phone call. If a Covered Person requests a web-based video consultation, the consultation will be scheduled and an appointment reminder notification will be sent prior to the appointed time. If necessary, the Physician will write a Prescription. The Prescription will be called in to a pharmacy of the Covered Person's choice. Benefits for this service are shown in the Schedule of Benefits.

Teladoc does not guarantee that every consultation will result in a Prescription. Medications are prescribed at the Physician's discretion based on the symptoms reported at the time of the consultation. A Covered Person has 72 hours after his or her consultation to call Teladoc with any clarification questions. A member of the Teladoc clinical team will assist the Covered Person at no additional cost during this time. If a Covered Person requests another Physician consultation, he or she will be charged the Teladoc consultation fee.

Teladoc may not be used for:

- Drug Enforcement Agency (DEA) controlled Prescriptions.
- Charges for telephone or online consultations with a Physician and/or other providers who are not contracted through Teladoc.
- Consultations in states/jurisdictions where not available due to regulations or interpretations affecting the practice of telemedicine for medical conditions.

Behavioral Health Program

The Behavioral Health Program includes access to behavioral health providers who provide behavioral health consultations to Covered Persons by telephone or video conference. The Behavioral Health Program offers Covered Persons ongoing access to behavioral diagnostic services, talk therapy, and prescription medication management, when appropriate. The behavioral health providers are selected and engaged to provide behavioral health clinical intake assessments in accordance with behavioral health protocols and guidelines that are tailored to the telehealth industry.

Behavioral Health Consultations: In order for a Covered Person to receive a behavioral health consultation under this program, the Covered Person must complete a Medical History Disclosure and an assessment that is specific to the Behavioral Health Program. This disclosure may be completed either online or by telephone with a designated Behavioral Health Program representative. In addition, the Covered Person must also agree to Teladoc's Informed Patient Consent and Release Form confirming an understanding that the behavioral health provider is not obligated to accept the Covered Person as a patient. If the Covered Person fails to complete the Medical History Disclosure, the Covered Person will not have access to the behavioral health providers through the Behavioral Health Program.

Scheduling: Teladoc will provide the Covered Person with information identifying each behavioral health provider's licensure, specialties, gender, and language, and will provide sufficient biographical information on each behavioral health provider to allow the Covered Person to choose the provider from whom he or she wishes to receive treatment. The Covered Person may schedule consultations through either Teladoc's website or the mobile platform. When scheduling a subsequent consultation, the Covered Person may choose to receive the consultation from the same provider or from a different behavioral health provider. There are no limitations on the number of behavioral health consultations a Covered Person may receive under the Behavioral Health Program.

Individual Sessions: The initial behavioral health consultation is expected to be 45 minutes in length, on average followed by subsequent psychiatric visits that will be shorter in length. At the beginning of the behavioral health consultation, the Covered Person will be required to complete a brief intake assessment before proceeding with the session. A behavioral health provider may determine that the treatment of a Covered Person's particular behavioral health issue would be managed more appropriately through in-person therapy. In such a case, the behavioral health provider will encourage the Covered Person to make an appointment for an in-person visit.

Clarifications: Unlike the consultations provided under the general medicine program, the behavioral health consultations under the Behavioral Health Program:

- Are not accessible 24 hours per day, 365 days per year. Rather, a Covered Person must schedule a behavioral health consultation with a behavioral health provider and the consultation must occur within a time period for which the behavioral health provider is scheduled to support the Behavioral Health Program.
- Are not intended to be cross-coverage consultations. Rather, the Behavioral Health Program is designed to make behavioral health providers available by telephone or video conference even when another behavioral health counselor is available to the Covered Person for an in-person visit.
- Are not intended to be provided in Emergency situations.
- Are currently not available to Covered Persons under the age of 13.

HOME HEALTH CARE BENEFITS

Home Health Care services are provided for patients when Medically Necessary, as determined by the Utilization Review Organization.

A Home Health Care Visit is defined as a visit by a nurse providing intermittent nurse services (each visit includes up to a 4-hour consecutive visit in a 24-hour period if Medically Necessary) or a single visit by a Qualified therapist, Qualified dietician, or other Qualified Provider, if applicable.

Information regarding Private Duty Nursing can be found elsewhere in this SPD.

Prior authorization may be required before receiving services. Please refer to the UMR CARE section of this SPD for more details. Covered services may include:

- Home visits instead of visits to the provider's office that do not exceed the maximum allowable under this Plan.
- Intermittent nurse services. Benefits are paid for only one nurse at any one time, not to exceed 4 hours per 24-hour period.
- Nutrition counseling provided by or under the supervision of a Qualified dietician or other Qualified Provider, if applicable.
- Physical, occupational, respiratory, and speech therapy provided by or under the supervision of a Qualified therapist or other Qualified Provider, if applicable.
- Medical supplies, drugs, laboratory services, or medication prescribed by a Physician.
- Home infusion.

EXCLUSIONS

In addition to the items listed in the General Exclusions section, benefits will NOT be provided for any of the following:

- Homemaker or housekeeping services.
- Supportive environment materials such as handrails, ramps, air conditioners, and telephones.
- Services performed by family members or volunteer workers.
- "Meals on Wheels" or similar food service.
- Separate charges for records, reports, or transportation.
- Expenses for the normal necessities of living, such as food, clothing, and household supplies.
- Legal and financial counseling services, unless otherwise covered under this Plan.

TRANSPLANT BENEFITS

Refer to the UMR CARE section of this SPD for prior authorization requirements

The program for Transplant Services at Designated Transplant Facilities is:

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This coverage provides You with a choice for transplant care. The Plan provides incentives to You and Your covered Dependents by giving You the option of using a Designated Transplant Facility. While the Plan does not require You to use a Designated Transplant Facility in order to receive benefits You may receive better benefits if You do so. A Designated Transplant Facility is a facility that must meet extensive criteria in the areas of patient outcomes that include patient and graft survival, patient satisfaction, Physician and program experience, program accreditations, and patient and caregiver education.

DEFINITIONS

The following terms are used for the purpose of the Transplant Benefits section of this SPD. Refer to the Glossary of Terms section of this SPD for additional definitions.

Approved Transplant Services means services and supplies for certified transplants when ordered by a Physician. Such services include, but are not limited to, Hospital charges, Physician charges, organ and tissue procurement, tissue typing, and Ancillary Services.

Designated Transplant Facility means a facility that has agreed to provide Approved Transplant Services to Covered Persons pursuant to an agreement with a transplant provider network or rental network with which the Plan has a contract.

Non-Designated Transplant Facility means a facility that does not have an agreement with the transplant provider network with whom the Plan has a contract. This may include a facility that is listed as a participating provider.

Organ and Tissue Acquisition/Procurement means the harvesting, preparation, transportation, and the storage of human organ and tissue that is transplanted to a Covered Person. This includes related medical expenses of a living donor.

Stem Cell Transplant includes autologous, allogeneic, and syngeneic transplant of bone marrow and peripheral and cord blood stem cells and may include chimeric antigen receptor T-cell therapy (CAR-T).

BENEFITS

The Plan will pay for Covered Expenses Incurred by a Covered Person at a Designated or Non-Designated Transplant Facility due to an Illness or Injury, subject to any Deductibles, Plan Participation amounts, maximums, or limits shown on the Schedule of Benefits. Benefits are based on the Protection from Balance Billing allowed amount, the Usual and Customary charge, or the Plan's Negotiated Rate.

Prior authorization is required for all transplant-related services. If prior authorization is not obtained, benefits may not be payable for such services. Benefits may also be subject to reduced levels as outlined in individual Plan provisions. The approved transplant and medical criteria for such transplant must be Medically Necessary for the medical condition for which the transplant is recommended. The medical condition must not be an individual Plan exclusion.

COVERED EXPENSES

The Plan will pay for Approved Transplant Services at a Designated or Non-Designated Transplant Facility for Organ and Tissue Acquisition/Procurement and transplantation, if a Covered Person is the recipient.

If a Covered Person requires a transplant, including a bone marrow or Stem Cell Transplant, the cost of Organ and Tissue Acquisition/Procurement from a living human or cadaver will be included as part of the Covered Person's Covered Expenses when the donor's own plan does not provide coverage for Organ and Tissue Acquisition/Procurement. Coverage includes the cost of donor testing, blood typing, and evaluation to determine if the donor is a suitable match.

The Plan will provide donor services for donor-related complications during the transplant period, per the transplant contract, if the recipient is a Covered Person under this Plan.

The Plan will provide donor services at a Non-Designated Transplant Facility for initial acquisition/procurement only, up to the maximum listed on the Schedule of Benefits, if any. Complications, side effects, or injuries are not covered unless the donor is a Covered Person.

Benefits are payable for the following transplant types:

- Kidney.
- Kidney/pancreas.
- Pancreas, if the transplant meets the criteria determined by care management.
- Liver.
- Heart.
- Heart/lung.
- Lung.
- Bone marrow or Stem Cell Transplant (allogeneic and autologous), which may include chimeric antigen receptor T-cell therapy (CAR-T) for certain conditions.
- Small bowel.

SECOND OPINION

The Plan will notify the Covered Person if a second opinion is required at any time during the determination of benefits period. If a Covered Person is denied a transplant procedure by the transplant facility, the Plan will allow him or her to go to a second Designated Transplant Facility for evaluation. If the second facility determines, for any reason, that the Covered Person is an unacceptable candidate for the transplant procedure, benefits will not be paid for further transplant-related services or supplies, even if a third Designated Transplant Facility accepts the Covered Person for the procedure.

ADDITIONAL PROVISIONS

TRAVEL EXPENSES (Applies to Covered Person who is a recipient)

If the Covered Person lives more than 100 miles from the transplant facility, the Plan will pay for travel and housing related to the transplant, up to the maximum listed on the Schedule of Benefits. Expenses will be paid for the Covered Person and:

- One or two parents of the Covered Person (if the Covered Person is a Dependent Child, as defined in this Plan); or
- An adult to accompany the Covered Person.

Covered travel and housing expenses include the following:

- Transportation to and from the transplant facility, including:
  - Airfare.
  - Gas/mileage.
- Lodging at or near the transplant facility, including:
  - Apartment rental.
  - Hotel rental.

  Lodging for purposes of this Plan does not include private residences.

  Lodging reimbursement that is greater than $50 per person per day may be subject to IRS codes for taxable income.

Benefits will be payable for up to one year from the date of the transplant while the Covered Person is receiving services at the transplant facility.

TRANSPLANT EXCLUSIONS

In addition to the items listed in the General Exclusions section of this SPD, benefits will NOT be provided for any of the following:

- Expenses if a Covered Person donates an organ and/or tissue and the recipient is not a Covered Person under this Plan.
- Expenses for Organ and Tissue Acquisition/Procurement and storage of cord blood, stem cells, or bone marrow, unless the Covered Person has been diagnosed with a condition for which there would be Approved Transplant Services.
- Expenses for any post-transplant complications of the donor, if the donor is not a Covered Person under this Plan.
- Transplants considered Experimental, Investigational, or Unproven unless covered under a Qualifying Clinical Trial.
- Solid organ transplantation, autologous transplant (bone marrow or peripheral stem cell), or allogeneic transplant (bone marrow or peripheral stem cell) for conditions that are not considered to be Medically Necessary and/or are not appropriate, based on the National Comprehensive Cancer Network (NCCN) and/or Transplant Review Guidelines.
- Expenses related to, or for, the purchase of any organ.

PRESCRIPTION DRUG BENEFITS

Administered by Navitus Health Solutions

Note: UMR (the claims administrator) does not administer the benefits or services described within this provision. Please contact the Pharmacy Benefit Manager (PBM) or Your Health Benefits Department with any questions related to this coverage or service.

Covered Drugs

Your Prescription Drug benefit provides coverage for most commonly used drugs that are Federal Legend Drugs. Federal Legend Drugs are drugs that require a label stating, “Caution: Federal law prohibits dispensing without a Prescription.” Your pharmacist or the prescribing Physician can verify coverage for a drug by contacting the Pharmacy Benefit Manager (PBM) at the number on Your Prescription ID card. A complete list of covered and excluded drugs may be available on the Pharmacy Benefit Manager’s website. If You are unable to access the website, Your employer will provide a copy upon request at no charge.

How to Use the Prescription Drug Card

Present Your ID card and the Prescription to a Participating Pharmacy. Then sign the pharmacist's voucher and pay the pharmacist the appropriate Co-pay amount, if applicable.

If You are without Your prescription ID card or if You are at a non-Participating Pharmacy, You may be required to pay for the Prescription and submit a claim to the PBM. Please contact the PBM or Your employer for information on how to submit a claim.

Home Delivery Drug Service

If You are using an ongoing Prescription drug, You may purchase that drug on a home delivery basis. Most drugs covered by the PBM may be purchased through the home delivery service. The home delivery drug service is most often used to purchase drugs that treat an ongoing medical condition and are taken on a regular basis.

There may be a Co-pay for home delivery Prescriptions.

Home delivery Prescriptions should be sent to the PBM. Order forms may be available on the PBM’s website or from Your employer. All Prescriptions will be mailed directly to Your home.

A directory of Participating Pharmacies is available on the PBM’s website. You will also be automatically provided a copy of the pharmacy directory at no charge. The pharmacy directory is a document that is separate from this SPD. The directory contains the names, addresses, and phone numbers of the pharmacies that are part of the PBM’s program.

SCHEDULE OF PRESCRIPTION DRUG BENEFITS

For information on the Prescription Drug tiers as used herein please visit www.navitus.com.

Clark County EPO Plan	In-Network
Calendar Year Out-of-Pocket Maximum • Per Plan Participant • Per Family	$2,000 $4,000
Maximum Lifetime Benefit *(Except as otherwise stated)*	Unlimited
Retail (30-Day Supply)	
• Tier 1 (Mostly Generic and some lower cost Brand drugs)	$25 copay
• Tier 2 (Mostly Preferred Brand and some high cost Generic drugs)	$50 copay
• Tier 3 (Non-Preferred Brand)	$75 copay
Retail / Mail Order (90-Day Supply) *	
• Tier 1 (Mostly Generic and some lower cost Brand drugs)	$62.50 copay
• Tier 2 (Mostly Preferred Brand and some high cost Generic drugs)	$125.00 copay
• Tier 3 (Non-Preferred Brand)	$187.50 copay
Weight Loss GLP-1 FSA approved weight loss medications	25% coinsurance up to a maximum monthly amount of $250 $3,000 (does not accumulate to the above Prescription Out-of-Pocket Maximum)

* **Member pays up to 2.5 times the applicable Tier Cost-Share per prescription.**

Employer Group Waiver Plan (EGWP)

The Plan Administrator offers a Medicare Employer Group Waiver Plan (EGWP) to Medicare-eligible retirees and Medicare eligible dependents covered under the Plan. The EGWP meets requirements applicable to Medicare Part D and retirees and dependents enrolled in either Medicare Part A or B or Parts A and B will be automatically enrolled in the EGWP upon becoming Medicare-eligible. The Plan Administrator will collect the Medicare premium for Part D drug plan coverage except any additional premium imposed due to exceeding the income threshold as defined by the Social Security Administration. Covered drugs will be subject to the formulary approved by the Centers for Medicare and Medicaid Services.

As with Medicare Part D plans, members of the EGWP with a higher income may be assessed an Income Related Monthly Adjustment Amount (IRMAA). Failure to pay the required IRMAA amount will result in benefits being paid on an out-of-network basis for prescription drugs. Any assessed penalties will not apply to the member's out-of-pocket maximum.

If a member is eligible for Part A or B or Parts A and B and does not enroll in Medicare coverage, the member will not have prescription benefits coverage under the Plan.

If a member elects Part D Prescription Drug Plan (PDP) outside of Clark County Self-Funded EGWP Plan, the member will not have prescription benefits coverage under the Plan. Prescription benefit coverage will be through the PDP plan otherwise selected by the member.

Contact the Pharmacy Benefit Manager for more information regarding EGWP.

Note: The Medicare Prescription Drug Improvement and Modernization Act of 2003 provides all Medicare-eligible individuals the opportunity to obtain Prescription Drug coverage through Medicare. A Medicare-eligible individual generally must pay an additional monthly premium for this coverage. In addition, electing Medicare Part D may affect Your ability to obtain Prescription coverage under this Plan. Individuals may be able to postpone enrollment in the Medicare Prescription Drug coverage if their current drug coverage is at least as good as Medicare Prescription Drug coverage. If individuals decline Medicare Prescription Drug coverage and do not have coverage at least as good as Medicare Prescription Drug coverage, they may have to pay additional monthly penalties if they change their minds and sign up later. Medicare-eligible individuals should have received notices informing them of whether or not their current Prescription Drug coverage provides benefits that are at least as good as benefits provided by the Medicare Prescription Drug coverage and explaining whether or not election of Medicare Part D will affect coverage available under this Plan. For a copy of this notice, please contact the Plan Administrator.

HEARING AID BENEFITS

This Plan includes a benefit that allows Covered Persons to access discounted hearing aids and related testing and fitting. This benefit is being offered under the Plan by UnitedHealthcare Hearing.

UnitedHealthcare Hearing provides a full range of hearing health benefits that deliver value, choice, and a positive experience.

UnitedHealthcare Hearing offers:

- Name-brand and private-labeled hearing aids from major manufacturers at discounted prices.
- Access to a network of credentialed hearing professionals at more than 5,000 locations nationwide.
- Convenient ordering with hearing aids available in person or through home delivery.

How To Use This Hearing Benefit:

- Contact UnitedHealthcare Hearing at 1-855-523-9355, between 8:00 a.m. and 8:00 p.m. Central Time Monday through Friday, or visit uhchearing.com to learn more about the ordering process and for a referral to a UnitedHealthcare Hearing provider location (if a hearing test is needed).
- Receive a hearing test by a UnitedHealthcare Hearing provider. During the appointment, You will decide if You would like to have Your hearing aids fitted in person with Your hearing provider or to have Your hearing aids delivered directly to Your home (for select hearing aid models only). A broad selection of name-brand and private-labeled hearing aids is available.
- If You choose to purchase hearing aids through the UnitedHealthcare Hearing provider, the hearing aids will be ordered by the provider and sent directly to the provider's office. You will be fitted with the hearing aid(s) by the local provider. If You choose home delivery, the hearing aids will be sent directly to Your home within 5-10 business days from the order date.

In the event that You have questions or complaints about the hearing aid products or services offered under the Plan, contact UnitedHealthcare Hearing at 1-855-523-9355 or visit uhchearing.com.

MENTAL HEALTH BENEFITS

The Plan will pay for the following Covered Expenses for services authorized by a Physician and deemed to be Medically Necessary for the treatment of a Mental Health Disorder, subject to any Deductibles, Co-pays if applicable, Plan Participation amounts, maximums, or limits shown on the Schedule of Benefits of this SPD. Benefits are based on the Protection from Balance Billing allowed amount, the Usual and Customary amount, the maximum fee schedule, or the Negotiated Rate.

COVERED BENEFITS

Inpatient Services means services provided at a Hospital or facility accredited by a recognized accrediting body or licensed by the state as an acute care psychiatric, chemical dependency, or dual-diagnosis facility for the treatment of Mental Health Disorders. If outside the United States, the Hospital or facility must be licensed or approved by the foreign government or an accreditation of the licensing body working in that foreign country.

Residential Treatment means a subacute facility-based program that is licensed to provide "residential" treatment and delivers 24-hour-per-day, 7-day-per-week assessment and diagnostic services, as well as active behavioral health treatment for mental health conditions. Coverage does not include facilities or programs where therapeutic services are not the primary service being provided (e.g., therapeutic boarding schools, halfway houses, and group homes).

Day Treatment (Partial Hospitalization) means a day treatment program that offers intensive, multidisciplinary services not otherwise offered in an Outpatient setting. The treatment program generally consists of a minimum of 20 hours of scheduled programming extended over a minimum of five days per week. The program is designed to treat patients with serious mental or nervous disorders and offers major diagnostic, psychosocial, and prevocational modalities. Such a program must be a less restrictive alternative to Inpatient treatment.

Outpatient Therapy Services are covered. The services must be provided by a Qualified Provider.

ADDITIONAL PROVISIONS AND BENEFITS

- Any diagnosis change after a payment denial will not be considered for benefits unless the Plan is provided with all pertinent records along with the request for the change that justifies the revised diagnosis. Such records must include the history and initial assessment and must reflect the criteria listed in the most recent American Psychiatric Association Diagnostic and Statistical Manual (DSM) for the new diagnosis, or, if in a foreign country, must meet diagnostic criteria established and commonly recognized by the medical community in that region.

MENTAL HEALTH EXCLUSIONS

In addition to the items listed in the General Exclusions section, benefits will NOT be provided for any of the following:

- Inpatient charges for the period of time when full, active, Medically Necessary treatment for the Covered Person's condition is not being provided.
- Bereavement counseling, unless specifically listed as a covered benefit elsewhere in this SPD.
- Services provided for conflict between the Covered Person and society that is solely related to criminal activity.
- Services for biofeedback.

SUBSTANCE USE DISORDER AND CHEMICAL DEPENDENCY BENEFITS

The Plan will pay for the following Covered Expenses for a Covered Person, subject to any Deductibles, Co-pays if applicable, Plan Participation amounts, maximums, or limits shown on the Schedule of Benefits. Benefits are based on the Protection from Balance Billing allowed amount, the Usual and Customary amount, the maximum fee schedule, or the Negotiated Rate.

COVERED BENEFITS

Inpatient Services means services provided at a Hospital or facility accredited by a recognized accrediting body or licensed by the state as an acute care psychiatric, chemical dependency, or dual-diagnosis facility for the treatment of substance use disorders. If outside the United States, the Hospital or facility must be licensed or approved by the foreign government or an accreditation of the licensing body working in that foreign country.

Residential Treatment means a subacute facility-based program that is licensed to provide "residential" treatment and delivers 24-hour-per-day, 7-day-per-week assessment and diagnostic services, as well as active behavioral health treatment for substance-related disorders. Coverage does not include facilities or programs where therapeutic services are not the primary service being provided (e.g., therapeutic boarding schools, halfway houses, and group homes).

Day Treatment (Partial Hospitalization) means a day treatment program that offers intensive, multidisciplinary services not otherwise offered in an Outpatient setting. The treatment program generally consists of a minimum of 20 hours of scheduled programming extended over a minimum of five days per week. Such a program must be a less restrictive alternative to Inpatient treatment.

Outpatient Therapy Services are covered. The services must be provided by a Qualified Provider.

ADDITIONAL PROVISIONS AND BENEFITS

- Any claim re-submitted on the basis of a change in diagnosis after a benefit denial will not be considered for benefits unless the Plan is provided with all records along with the request for the change. Such records must include the history, initial assessment and all counseling or therapy notes, and must reflect the criteria listed in the most recent American Psychiatric Association Diagnostic and Statistical Manual (DSM) for the new diagnosis.

SUBSTANCE USE DISORDER EXCLUSIONS

In addition to the items listed in the General Exclusions section, benefits will NOT be provided for the following:

- Treatment or care considered inappropriate or substandard as determined by the Plan.
- Inpatient charges for the period of time when full, active, Medically Necessary treatment for the Covered Person's condition is not being provided.

UMR CARE: CLINICAL ADVOCACY RELATIONSHIPS TO EMPOWER

Utilization Management

Utilization Management is the process of evaluating whether services, supplies, or treatment is Medically Necessary and are appropriate level of care. Utilization Management can determine Medical Necessity, shorten Hospital stays, improve the quality of care, and reduce costs to the Covered Person and the Plan. The Utilization Management procedures include certain Prior Authorization requirements.

The benefit amounts payable under the Schedule of Benefits of this SPD may be affected if the requirements described for Utilization Management are not satisfied. Covered Persons are responsible for ensuring the provider calls the phone number on the back of the Plan identification card to request Prior Authorization at least two weeks prior to a scheduled procedure in order to allow for fact gathering and independent medical review, if necessary.

Special Note: The Covered Person will not be penalized for failure to obtain Prior Authorization if a Prudent Layperson, who possesses an average knowledge of health and medicine, could reasonably expect that the absence of immediate medical attention would jeopardize the life or long-term health of the individual. Covered Persons who have received care on this basis are responsible for ensuring the provider contacts the Utilization Review Organization (see below) as soon as possible by phone or fax within 24 hours, or by the next business day if on a weekend or holiday, from the time coverage information is known. If notice is provided past the timeframe shown above, the extenuating circumstances must be communicated. The Utilization Review Organization will then review the services provided.

This Plan complies with the Newborns' and Mothers' Health Protection Act. Prior Authorization is not required for a Hospital or Birthing Center stay of 48 hours or less following a normal vaginal delivery or 96 hours or less following a Cesarean section. Prior Authorization may be required for a stay beyond 48 hours following a vaginal delivery or 96 hours following a Cesarean section.

UTILIZATION REVIEW ORGANIZATION

The Utilization Review Organization is: **UMR**

DEFINITIONS

The following terms are used for the purpose of the UMR CARE section of this SPD. Refer to the Glossary of Terms section of this SPD for additional definitions.

Prior Authorization is the process of determining benefit coverage prior to a service being rendered to an individual member. A determination is made based on Medical Necessity criteria for drugs, supplies, tests, procedures, and other services that are appropriate and cost-effective for the member. This member-centric review evaluates the clinical appropriateness of requested services in terms of the type, frequency, extent, and duration of stay.

Utilization Management is the evaluation of the Medical Necessity, appropriateness, and efficiency of the use of health care services, procedures, and facilities under the provisions of the applicable health benefits Plan. This management is sometimes called "utilization review." Such assessment may be conducted on a prospective basis (prior to treatment), concurrent basis (during treatment), or retrospective basis (following treatment).

SERVICES REQUIRING PRIOR AUTHORIZATION

Call the Utilization Review Organization **before** receiving services for the following:

- Inpatient stays in Hospitals, Extended Care Facilities, or residential treatment facilities (only an option if Skilled Nursing Facility requires authorization).
- Partial hospitalizations.
- Organ and tissue transplants.
- Home Health Care.
- Durable Medical Equipment, excluding braces, any equipment purchased and rentals.
- Prosthetics and orthotics over $750.
- Qualifying Clinical Trials.
- Chemotherapy and Radiation Treatments.
- Inpatient stays in Hospitals or Birthing Centers that are longer than 48 hours following normal vaginal deliveries or 96 hours following Cesarean sections.
- Bariatric surgeries.
- Dialysis.
- Non-Emergency Ambulance Services.
- Office procedures over $750
- Outpatient Hospital Services.
- Ambulatory Surgical Facility Services (authorization not required for contracted facilities and providers).
- Inpatient and Outpatient Short-Term Rehabilitative and Habilitative Services.
- Anesthesia Services.
- Post-Cataract Surgical Services (including frames, lenses and contact lenses).
- Genetic Disease Testing Services.
- Medical Supplies (obtained outside of the office visit).
- Complex Diagnostic Imaging (MRI, CT, PET, etc.).
- Special Food Products and Enteral Formula.
- ABA Therapy.
- Enteral Supplies/food items.
- OOA and OON office consultations.
- Prosthetics and Orthotics.
- Transportation – Emergent facility to facility.
- Inpatient and Outpatient Hospice Services (including Respite Care and Bereavement Services).
- Chiropractic Care after 20 visits.
- Infertility Procedures.
- Diagnostic and Therapeutic Services (anti-cancer drug therapy, Dialysis, complex allergy, therapeutic radiology, otologic evals.
- Gender Reassignment.
- Pain Management (all POS).
- Sleep Studies (Done in the office).
- Transportation (Non-Emergent Transportation, air or ground).

Note that if a Covered Person receives Prior Authorization for one facility, but then is transferred to another facility, Prior Authorization is also needed before going to the new facility, except in the case of an Emergency (see Special Notes above).

PENALTIES FOR NOT OBTAINING PRIOR AUTHORIZATION

A non-Prior Authorization penalty is the amount that must be paid by a Covered Person who does not call for Prior Authorization prior to receiving certain services. A penalty may be applied to applicable claims if a Covered Person receives services but does not obtain the required Prior Authorization. Failure to obtain precertification will result in no coverage for All Related Charges (includes all ancillary services).

The phone number to call for Prior Authorization is listed on the back of the Plan identification card.

The fact that a Covered Person receives Prior Authorization from the Utilization Review Organization does not guarantee that this Plan will pay for the medical care. The Covered Person must be eligible for coverage on the date services are provided. Coverage is also subject to all provisions described in this SPD, including additional information obtained that was not available at the time of the Prior Authorization.

Medical Director Oversight. A UMR CARE medical director oversees the concurrent review process. Should a case have unique circumstances that raise questions for the Utilization Management specialist handling the case, the medical director will review the case to determine Medical Necessity using evidence-based clinical criteria.

Complex Condition CARE, Complex Condition CARE +, or GenerationYou CARE Support Referrals. During the Prior Authorization review process, cases are analyzed for a number of criteria used to trigger case-to-case management for review. Complex Condition CARE, Complex Condition CARE +, or GenerationYou CARE Support opportunities are identified by using system-integrated, automated, and manual trigger lists during the Prior Authorization review process. Other trigger points include the following criteria: length of stay, level of care, readmission, and utilization, as well as employer referrals or self-referrals.

Our goal is to intervene in the process as early as possible to determine the resources necessary to deliver clinical care in the most appropriate care setting.

Retrospective Review. Retrospective review is conducted upon request and a determination will be issued within the required timeframe of the request, unless an extension is approved. Retrospective reviews are performed according to our standard Prior Authorization policies and procedures and a final determination will be made no later than 30 days after the request for review.

MAYO CLINIC CENTERS OF EXCELLENCE PROGRAM

The Plan covers eligible services ("the Services") as part of the Plan's Mayo Clinic Centers of Excellence Program, which is administered by UMR and HealthSCOPE Benefits, a UMR company. This program may provide access to Mayo Clinic for certain complex conditions.

Participation in this program is voluntary and is subject to the Plan participant's meeting Plan eligibility requirements. In order to participate in the program, the patient (or the patient's parent or legal guardian) must:

- agree to abide by program requirements;
- acknowledge that Mayo Clinic will receive necessary medical records prior to acceptance into the program;
- be able to safely travel for medical care and not require Emergency care at the time of travel;
- identify a designated caregiver(s). The caregiver(s) must agree to and be able to meet caregiver requirements; and
- provide the Mayo Clinic Physician with contact information for a local Physician who has agreed to manage follow-up care after the participant returns home.

Members participating in this program may receive an enhanced benefit for eligible services which may include coverage for services that would normally be excluded under this Plan, if approved through and performed at Mayo Clinic. Precertification and/or Prior authorization requirement is waived for Mayo Clinic when receiving care through the Mayo Clinic Complex Care Program.

The Plan pays covered travel expenses for the participant and a companion caregiver (or two companion caregivers if the patient is a pediatric patient) when the Services are performed at Mayo Clinic. UMR and HealthSCOPE Benefits, a UMR company, will coordinate the travel and care for the participant and companion caregiver(s).

SERVICES REQUIRING A REFERRAL

Services that may be eligible for this program include:

- Acute leukemia of any type.
- Non-Hodgkin's lymphoma of any type.
- Chronic myelogenous leukemia.
- Multiple myeloma.
- Cancer of the pancreas.
- Cancer of the anus and rectum (but not including other forms of colon cancer).
- Head and neck cancers.
- Esophageal cancer.
- Stomach cancer.
- Liver and bile duct cancers.
- Brain and central nervous system tumors.
- Stage IV breast cancer with failing treatment.
- Ovarian and other gynecologic cancers other than cervical cancer.
- Failed first line therapy.
- Rare, aggressive, or complex care needs.

COORDINATION OF BENEFITS

Coordination of Benefits (COB) applies whenever a Covered Person has health coverage under more than one Plan, as defined below. **It does not, however, apply to prescription benefits.** The purpose of coordinating benefits is to help Covered Persons pay for Covered Expenses, but not to result in total benefits that are greater than the Covered Expenses Incurred.

The order of benefit determination rules determine which plan will pay first (which is the Primary Plan). The Primary Plan pays without regard to the possibility that another plan may cover some expenses. A Secondary Plan pays for Covered Expenses after the Primary Plan has processed the claim, and will reduce the benefits it pays so that the total payment between the Primary Plan and the Secondary Plan does not exceed the Covered Expenses Incurred. Up to 100% of charges Incurred may be paid between both plans.

The Plan will coordinate benefits with the following types of medical or dental plans:

- Group health plans, whether insured or self-insured.
- Foreign health care coverage.
- Medical care components of group long-term care contracts, such as skilled nursing care.
- Medical benefits under group or individual motor vehicle policies (including no-fault policies). See the order of benefit determination rules (below).
- Medical benefits under homeowner's insurance policies.
- Medicare or other governmental benefits, as permitted by law, not including Medicaid. See below.

However, this Plan does not coordinate benefits with individual health or dental plans.

Each contract for coverage is considered a separate plan. If a plan has two parts and COB rules apply to only one of the two parts, each of the parts is treated as a separate plan. If a plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered will be considered an allowable expense and a benefit paid.

When this Plan is secondary, and when not in conflict with a network contract requiring otherwise, covered charges will not include any amount that is not payable under the primary plan as a result of a contract between the primary plan and a provider of service in which such provider agrees to accept a reduced payment and not to bill the Covered Person for the difference between the provider's contracted amount and the provider's regular billed charge.

ORDER OF BENEFIT DETERMINATION RULES

The first of the following rules that apply to a Covered Person's situation is the rule that will apply:

- The plan that has no coordination of benefits provision is considered primary.

- If an individual is covered under one plan as a dependent and another plan as an employee, member, or subscriber, the plan that covers the person as an employee, member, or subscriber (that is, other than as a dependent) is considered primary. This does not apply to COBRA participants. See continuation coverage below. The Primary Plan must pay benefits without regard to the possibility that another plan may cover some expenses. This Plan will deem any employee plan beneficiary to be eligible for primary benefits from his or her employer's benefit plan.

- The plan that covers a person as a dependent is generally secondary. The plan that covers a person as a dependent is primary only when both plans agree that COBRA or state continuation coverage should always pay secondary when the person who elected COBRA is covered by another plan as a dependent. See continuation coverage below. Also see the section on Medicare, below, for exceptions.

- If an individual is covered under a spouse's plan and also under his or her parent's plan, the Primary Plan is the plan that has covered the person for the longer period of time. In the event the dependent child's coverage under the spouse's plan began on the same date as the dependent child's coverage under either or both parents' plans, the plan of the parent or spouse whose birthday falls earlier in the calendar year is the Primary Plan. If the parents and/or spouse have the same birthday, the plan that has covered the parent or spouse for the longer period of time is the Primary Plan.

- If one or more plans cover the same person as a dependent child:

  - The Primary Plan is the plan of the parent whose birthday is earlier in the year if:

    - The parents are married; or
    - The parents are not separated (whether or not they have been married); or
    - A court decree awards joint custody without specifying that one party has the responsibility to provide health care coverage.

    If both parents have the same birthday, the plan that has covered either of the parents the longest is primary.

  - If the specific terms of a court decree state that one of the parents is responsible for the child's health care expenses or health care coverage and the plan of that parent has actual knowledge of those terms, that plan is primary. This rule applies to claim determination periods or plan years starting after the plan is given notice of the court decree.

  - If the parents are not married and reside separately, or are divorced or legally separated, (whether or not they have ever been married), the order of benefits is:

    - The plan of the custodial parent;
    - The plan of the spouse of the custodial parent;
    - The plan of the non-custodial parent; and then
    - The plan of the spouse of the non-custodial parent.

- Active or Inactive Employee: If an individual is covered under one plan as an active employee (or dependent of an active employee), and is also covered under another plan as a retired or laid-off employee (or dependent of a retired or laid-off employee), the plan that covers the person as an active employee (or dependent of an active employee) will be primary. This rule does not apply if the rule in the third paragraph (above) can determine the order of benefits. If the other plan does not have this rule, this rule is ignored.

- Continuation Coverage Under COBRA or State Law: If a person has elected continuation of coverage under COBRA or state law and also has coverage under another plan, the continuation coverage is secondary. This is true even if the person is enrolled in another plan as a dependent. If the two plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if one of the first four bullets above applies. (See the exception in the Medicare section.)

- Longer or Shorter Length of Coverage: The plan that has covered the person as an employee, member, subscriber, or retiree the longest is primary.

- If an active employee is on leave due to active duty in the military in excess of 30 days, the plan that covers the person as an active employee, member, or subscriber is considered primary.

- If the above rules do not determine the Primary Plan, the Covered Expenses may be shared equally between the plans. This Plan will not pay more than it would have paid had it been primary.

MEDICARE

If You or Your covered spouse or Dependent is also receiving benefits under Medicare, including through Medicare Prescription drug coverage, federal law may require this Plan to be primary over Medicare. When this Plan is not primary, the Plan will coordinate benefits with Medicare.

The order of benefit determination rules determine which plan will pay first (which is the Primary Plan). The Primary Plan pays without regard to the possibility that another plan may cover some expenses. A Secondary Plan pays for Covered Expenses after the Primary Plan has processed the claim, and will reduce the benefits it pays so that the total payment between the Primary Plan and the Secondary Plan does not exceed the Covered Expenses Incurred. Up to 100% of charges Incurred may be paid between both plans.

When Medicare is primary to this Plan and a Covered Person has not elected Medicare, this Plan will coordinate benefits using an estimate of what Medicare would have paid.

Medicare Carve-Out: If a retiree or any dependent of a retiree is eligible for Medicare Coverage and does not elect Medicare Part B, the member or dependent is subject to a penalty. If a retiree or active member/dependent becomes eligible for Medicare due to ESRD, they must also be enrolled in Medicare Part B after their 30-month coordination period, otherwise a penalty will apply. Penalty is as follows: Plan will provide coverage to the member and/or dependent at 20% of the plan allowable, either at the contracted rate or the reasonable and customary allowable when the contracted rate is not available, instead of the normal benefit payable for such service covered by the Clark County Self-Funded Plan.

ORDER OF BENEFIT DETERMINATION RULES FOR MEDICARE

This Plan complies with the Medicare Secondary Payer regulations. Examples of these regulations are as follows:

- This Plan generally pays first under the following circumstances:

    - You continue to be actively employed by the employer and You or Your covered spouse becomes eligible for and enrolls in Medicare because of age or disability.

    - You continue to be actively employed by the employer, Your covered spouse becomes eligible for and enrolls in Medicare, and Your spouse is also covered under a retiree plan through his or her former employer. In this case, this Plan pays first for You and Your covered spouse, Medicare pays second, and the retiree plan pays last.

    - For a Covered Person with End-Stage Renal Disease (ESRD), this Plan usually has primary responsibility for the claims of a Covered Person for 30 months from the date of Medicare eligibility based on ESRD. The 30-month period may also include COBRA continuation coverage or another source of coverage. At the end of the 30-month period, Medicare becomes the primary payer.

- Medicare generally pays first under the following circumstances:

    - You are no longer actively employed by an employer; and

- You or Your spouse has Medicare coverage due to age, plus You or Your spouse also has COBRA continuation coverage through the Plan; or

- You or a covered family member has Medicare coverage based on a disability, plus You also have COBRA continuation coverage through the Plan. Medicare normally pays first; however, COBRA may pay first for Covered Persons with ESRD until the end of the 30-month period; or

- You or Your covered spouse has retiree coverage plus Medicare coverage; or

- Upon completion of 30 months of Medicare eligibility for an individual with ESRD, Medicare becomes the primary payer. (Note that if a person with ESRD was eligible for Medicare based on age or other disability ***before*** being diagnosed with ESRD and Medicare was previously paying as the Primary Plan, the person may continue to receive Medicare benefits on a primary basis).

- Medicare is the secondary payer when no-fault insurance, Workers' Compensation, or liability insurance is available as the primary payer.

TRICARE

If an eligible Employee is on active military duty, TRICARE is the only coverage available to that Employee. Benefits are not coordinated with the Employee's health insurance plan.

In all instances where an eligible Employee is also a TRICARE beneficiary, TRICARE will pay secondary to this employer-provided Plan.

RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under this Plan and other plans. The Plan may obtain the information it needs from or provide such information to other organizations or persons for the purpose of applying those rules and determining benefits payable under this Plan and other plans covering the person claiming benefits. The Plan need not tell, or obtain the consent of, any person to do this. However, if the Plan needs assistance in obtaining the necessary information, each person claiming benefits under this Plan must provide the Plan any information it needs to apply those rules and determine benefits payable.

REIMBURSEMENT TO THIRD-PARTY ORGANIZATION

A payment made under another plan may include an amount that should have been paid under this Plan. If it does, the Plan may pay that amount to the organization that made that payment. That amount will then be treated as if it were a benefit paid under this Plan. The Plan will not have to pay that amount again.

RIGHT OF RECOVERY

If the amount of the payments made by the Plan is more than the Plan should have paid under this COB provision, the Plan may recover the excess from one or more of the persons it paid or for whom the Plan has paid, or from any other person or organization that may be responsible for the benefits or services provided for the Covered Person.

RIGHT OF SUBROGATION, REIMBURSEMENT AND OFFSET

The Plan has a right to subrogation and reimbursement. References to "You" or "Your" in this Right of Subrogation, Reimbursement, and Offset section include You, Your estate, Your heirs, and Your beneficiaries unless otherwise stated.

Subrogation applies when the Plan has paid benefits on Your behalf for an Illness or Injury for which any Third-Party is allegedly responsible. The right to subrogation means that the Plan is substituted to and will succeed to any and all legal claims that You may be entitled to pursue against any Third-Party for the benefits that the Plan has paid that are related to the Illness or Injury for which any Third-Party is considered responsible.

The right to reimbursement means that if it is alleged that any Third-Party caused or is responsible for an Illness or Injury for which You receive a settlement, judgment, or other recovery from any Third-Party, You must use those proceeds to fully return to the Plan 100% of any benefits You receive. The right of reimbursement will apply to any benefits received at any time until the rights are extinguished, resolved, or waived in writing.

The following persons and entities are considered third parties:

- A person or entity alleged to have caused You to suffer an Illness, Injury, or damages, or who is legally responsible for the Illness, Injury, or damages.
- Any insurer or other indemnifier of any person or entity alleged to have caused or who caused the Illness, Injury, or damages.
- The Plan Sponsor in a Workers' Compensation case or other matter alleging liability.
- Any person or entity who is or may be obligated to provide benefits or payments to You, including benefits or payments for underinsured or uninsured motorist protection, no-fault or traditional auto insurance, medical payment coverage (auto, homeowners', or otherwise), Workers' Compensation coverage, other insurance carriers, or Third-Party administrators.
- Any person or entity against whom You may have any claim for professional and/or legal malpractice arising out of or connected to an Illness or Injury You allege or could have alleged were the responsibility of any Third-Party.
- Any person or entity that is liable for payment to You on any equitable or legal theory.

You agree as follows:

- You will cooperate with the Plan in protecting the Plan's legal and equitable rights to subrogation and reimbursement in a timely manner, including, but not limited to:
  - Notifying the Plan, in writing, of any potential legal claim(s) You may have against any Third-Party for acts that caused benefits to be paid or become payable.
  - Providing any relevant information requested by the Plan.
  - Signing and/or delivering such documents as the Plan or our agents reasonably request to secure the subrogation and reimbursement claim.
  - Responding to requests for information about any accident or Injuries.
  - Making court appearances.
  - Obtaining our consent or our agents' consent before releasing any party from liability or payment of medical expenses.
  - Complying with the terms of this section.

Your failure to cooperate with the Plan is considered a breach of contract. As such, the Plan has the right to terminate or deny future benefits, take legal action against You, and/or set off from any future benefits the value of benefits the Plan has paid relating to any Illness or Injury alleged to have been caused or caused by any Third-Party to the extent not recovered by the Plan due to You or Your representative not cooperating with the Plan. If the Plan incurs attorneys' fees and costs in order to collect Third-Party settlement funds held by You or Your representative, the Plan has the right to recover those fees and costs from You. You will also be required to pay interest on any amounts You hold that should have been returned to the Plan.

- The Plan has a first priority right to receive payment on any claim against any Third-Party before You receive payment from that Third-Party. Further, our first priority right to payment is superior to any and all claims, debts, or liens asserted by any medical providers, including, but not limited to, Hospitals or Emergency treatment facilities, that assert a right to payment from funds payable from or recovered from an allegedly responsible Third-Party and/or insurance carrier.

- The Plan's subrogation and reimbursement rights apply to full and partial settlements, judgments, or other recoveries paid or payable to You, Your representative, Your estate, Your heirs, or Your beneficiaries, no matter how those proceeds are captioned or characterized. Payments include, but are not limited to, economic, non-economic, pecuniary, consortium, punitive, and any other alleged damages. The Plan is not required to help You to pursue Your claim for damages or personal Injuries and no amount of associated costs, including attorneys' fees, will be deducted from our recovery without the Plan's express written consent. No so-called "fund doctrine" or "common-fund doctrine" or "attorney's fund doctrine" will defeat this right.

- Regardless of whether You have been fully compensated or made whole, the Plan may collect from You the proceeds of any full or partial recovery that You or Your legal representative obtain, whether in the form of a settlement (either before or after any determination of liability) or judgment, no matter how those proceeds are captioned or characterized. Proceeds from which the Plan may collect include, but are not limited to, economic, non-economic, and punitive damages. No "collateral source" rule, any "made-whole doctrine" or "make-whole doctrine," claim of unjust enrichment, nor any other equitable limitation will limit our subrogation and reimbursement rights.

- Benefits paid by the Plan may also be considered to be benefits advanced.

- If You receive any payment from any party as a result of Illness or Injury, and the Plan alleges some or all of those funds are due and owed to the Plan, You and/or Your representative will hold those funds in trust, either in a separate bank account in Your name or in Your representative's trust account.

- By participating in and accepting benefits from the Plan, You agree that:

  - Any amounts recovered by You from any Third-Party constitute Plan assets (to the extent of the amount of Plan benefits provided on behalf of the Covered Person);
  - You and Your representative will be fiduciaries of the Plan with respect to such amounts; and
  - You will be liable for and agree to pay any costs and fees (including reasonable attorneys' fees) Incurred by the Plan to enforce its reimbursement rights.

- The Plan's rights to recovery will not be reduced due to Your own negligence.

- By participating in and accepting benefits from the Plan, You agree to assign to the Plan any benefits, claims, or rights of recovery You have under any automobile policy (including no-fault benefits, Personal Injury Protection benefits, and/or medical payment benefits), under other coverage, or against any Third-Party, to the full extent of the benefits the Plan has paid for the Illness or Injury. By agreeing to provide this assignment in exchange for participating in and accepting benefits, You acknowledge and recognize the Plan's right to assert, pursue, and recover on any such claim, whether or not You choose to pursue the claim, and You agree to this assignment voluntarily.

- Upon the Plan's request, You will assign to the Plan all rights of recovery against third parties, to the extent of the Covered Expenses the Plan has paid for the Illness or Injury.

- The Plan may, at its option, take necessary and appropriate action to preserve the Plan's rights under these provisions, including, but not limited to, providing or exchanging medical payment information with an insurer, the insurer's legal representative, or other Third-Party; and filing suit in Your name or Your estate's name, which does not obligate the Plan in any way to pay You part of any recovery the Plan might obtain.

- You may not accept any settlement that does not fully reimburse the Plan, without its written approval.

- The Plan has the authority and discretion to resolve all disputes regarding the interpretation of the language stated herein.

- In the case of Your death, giving rise to any wrongful death or survival claim, the provisions of this section apply to Your estate, the personal representative of Your estate, and Your heirs or beneficiaries. In the case of Your death, the Plan's right of reimbursement and right of subrogation will apply if a claim can be brought on behalf of You or Your estate that can include a claim for past medical expenses or damages. The obligation to reimburse the Plan is not extinguished by a release of claims or settlement agreement of any kind.

- No allocation of damages, settlement funds, or any other recovery, by You, Your estate, the personal representative of Your estate, Your heirs, Your beneficiaries, or any other person or party will be valid if it does not reimburse the Plan for 100% of its interest unless the Plan provides written consent to the allocation.

- The provisions of this section apply to the parents, guardian, or other representative of a Dependent Child who incurs an Illness or Injury caused by any Third-Party. If a parent or guardian may bring a claim for damages arising out of a minor's Illness or Injury, the terms of this subrogation and reimbursement clause will apply to that claim.

- If any Third-Party causes or is alleged to have caused You to suffer an Illness or Injury while You are covered under this Plan, the provisions of this section continue to apply, even after You are no longer covered.

- In the event that You do not abide by the terms of the Plan pertaining to reimbursement, the Plan may terminate benefits to You, Your Dependents, or the subscriber; deny future benefits; take legal action against You; and/or set off from any future benefits the value of benefits the Plan has paid relating to any Illness or Injury alleged to have been caused or caused by any Third-Party to the extent not recovered by the Plan due to Your failure to abide by the terms of the Plan. If the Plan incurs attorneys' fees and costs in order to collect Third-Party settlement funds held by You or Your representative, the Plan has the right to recover those fees and costs from You. You will also be required to pay interest on any amounts You hold that should have been returned to the Plan.

- The Plan and all administrators administering the terms and conditions of the Plan's subrogation and reimbursement rights have such powers and duties as are necessary to discharge its duties and functions, including the exercise of its discretionary authority to (1) construe and enforce the terms of the Plan's subrogation and reimbursement rights and (2) make determinations with respect to the subrogation amounts and reimbursements owed to the Plan.

- In the case of occupational Illness or Injury, the Plan's recovery rights will apply to all sums recovered, regardless of whether the Illness or Injury is deemed compensable under any Workers' Compensation or other coverage. Any award or compromise Workers' Compensation settlement, including any lump-sum settlement, will be deemed to include the Plan's interest and the Plan will be reimbursed in first priority from any such award or settlement.

GENERAL EXCLUSIONS

Exclusions, including complications from excluded items, are not considered covered benefits under this Plan and will not be considered for payment as determined by the Plan.

The Plan does not pay for expenses Incurred for the following, unless otherwise stated below or as otherwise required to be covered by the No Surprises Act. The Plan does not apply exclusions to treatment listed in the Covered Medical Benefits section based upon the source of an Injury if the Plan has information that the Injury is due to a medical condition (including physical and mental health conditions and Emergencies) or domestic violence.

1. **3D Mammograms,** unless covered elsewhere in this SPD.

2. **Abdominoplasty.**

3. **Abortions:** Unless a Physician states in writing that the mother's life would be in danger if the fetus were carried to term, or unless the pregnancy is the result of incest or rape.

4. **Acts of War:** Injury or Illness caused or contributed to by international armed conflict, hostile acts of foreign enemies, invasion, or war or acts of war, whether declared or undeclared.

5. **Acupuncture Treatment.**

6. **Alternative / Complementary Treatment** including treatment, services or supplies for holistic or homeopathic medicine, hypnosis or other alternate treatment that is not accepted medical practice as determined by the Plan.

7. **Appointment Missed:** An appointment the Covered Person did not attend.

8. **Aquatic Therapy.**

9. **Assistance With Activities of Daily Living.**

10. **Assistant Surgeon, Co-Surgeons, or Surgical Team Services,** unless determined to be Medically Necessary by the Plan.

11. **Before Enrollment and After Termination:** Services, supplies or treatment rendered before coverage begins or after coverage ends under this Plan.

12. **Biofeedback Services.**

13. **Blood:** Blood donor expenses.

14. **Blood Pressure Cuffs / Monitors,** unless covered elsewhere in this SPD.

15. **Breast Pumps,** unless covered elsewhere in this SPD.

16. **Cardiac Rehabilitation** beyond Phase II, including self-regulated physical activity that the Covered Person performs to maintain health that is not considered to be a treatment program.

17. **Claims** received later than 12 months from the date of service.

18. **Contraceptive Products and Counseling,** unless covered elsewhere in this SPD.

19. **Cosmetic Treatment**, **Cosmetic Surgery,** or any portion thereof, unless the procedure is otherwise listed as a covered benefit.

20. **Court-Ordered:** Any treatment or therapy that is court-ordered, or that is ordered as a condition of parole, probation, or custody or visitation evaluation, unless such treatment or therapy is normally covered by this Plan. This Plan does not cover the cost of classes ordered after a driving-while-intoxicated conviction or other classes ordered by the court.

21. **Custodial Care** as defined in the Glossary of Terms of this SPD.

22. **Dental Services,** unless covered elsewhere in this SPD.

23. **Duplicate Services and Charges or Inappropriate Billing,** including the preparation of medical reports and itemized bills.

24. **Education:** Charges for education, special education, job training, music therapy, and recreational therapy, whether or not given in a facility providing medical or psychiatric care. This exclusion does not apply to self-management education programs for diabetics.

25. **Environmental Devices:** Environmental items such as, but not limited to, air conditioners, air purifiers, humidifiers, dehumidifiers, furnace filters, heaters, vaporizers, and vacuum devices.

26. **Examinations:** Examinations for employment, insurance, licensing, or litigation purposes.

27. **Excess Charges:** Charges or the portion thereof that are in excess of the Recognized Amount, the Usual and Customary charge, the Negotiated Rate, or the fee schedule. This exclusion does not apply to payments that may be required under the No Surprises Act

28. **Experimental, Investigational, or Unproven:** Services, supplies, medicines, treatment, facilities, or equipment that the Plan determines are Experimental, Investigational, or Unproven, including administrative services associated with Experimental, Investigational, or Unproven treatment. This exclusion does not apply to Qualifying Clinical Trials as described in the Covered Medical Benefits section of this SPD.

29. **Extended Care:** Any Extended Care Facility Services that exceed the appropriate level of skill required for treatment as determined by the Plan.

30. **Family Planning:** Consultations for family planning.

31. **Fees for Medical Records.**

32. **Financial Counseling.**

33. **Fitness Programs:** General fitness programs, exercise programs, exercise equipment, and health club memberships, or other utilization of services, supplies, equipment, or facilities in connection with weight control or bodybuilding.

34. **Foot Care (Podiatry):** Routine foot care.

35. **Foreign Coverage for Medical Care Expenses, Including Preventive Care or Elective Treatment.** Costs for repatriation from outside of the United States are also not covered.

36. **Genetic Testing or Genetic Counseling,** unless covered elsewhere in this SPD.

37. **Growth Hormones.**

38. **Home Births** and associated costs.

39. **Home Modifications:** Modifications to Your home or property, such as, but not limited to, escalators, elevators, saunas, steam baths, pools, hot tubs, whirlpools, tanning equipment, wheelchair lifts, stair lifts, or ramps.

40. **Illegal Acts:** Charges for an injury or illness caused wholly, partially, directly or indirectly by engaging in an illegal act or occupation; by committing or attempting to commit any crime, criminal act, assault or other felonious behavior; or by participating in a riot or public disturbance. In compliance with the Health Insurance Portability and Accountability Act, if an injury results from a medical condition or act of domestic violence, the plan will not deny benefits for the injury. A medical condition includes both physical and mental illnesses.

41. **Infant Formula** not administered through a tube as the sole source of nutrition for the Covered Person.

42. **Infertility Treatment:**

    - Surgical reversal of a sterilized state that was a result of a previous surgery.

    This exclusion does not apply to services required to treat or correct underlying causes of infertility where such services cure the condition of, slow the harm to, alleviate the symptoms of, or maintain the current health status of the Covered Person.

43. **Intraocular Lenses Other Than Conventional Intraocular Cataract Lenses.**

44. **Lamaze Classes** or other childbirth classes.

45. **Learning Disability:** Non-medical treatment, including, but not limited to, special education, remedial reading, school system testing, and other habilitation (such as therapies)/rehabilitation treatment for a Learning Disability. If another medical condition is identified through the course of diagnostic testing, any coverage of that condition will be subject to Plan provisions.

46. **Liposuction,** unless covered elsewhere in this SPD.

47. **Maintenance Therapy** if, based on medical evidence, treatment or continued treatment could not be expected to resolve or improve a condition, or if clinical evidence indicates that a plateau has been reached in terms of improvement from such services.

48. **Mammoplasty or Breast Augmentation,** unless covered elsewhere in this SPD.

49. **Marriage Counseling.**

50. **Massage Therapy.**

51. **Maximum Benefit.** Charges in excess of the Maximum Benefit allowed by the Plan.

52. **Military:** A military-related Illness of or Injury to a Covered Person on active military duty, unless payment is legally required.

53. **Nocturnal Enuresis Alarm** (Bed wetting).

54. **Non-Custom-Molded Shoe Inserts.**

55. **Non-Professional Care:** Medical or surgical care that is not performed according to generally accepted professional standards, or that is provided by a provider acting outside the scope of his or her license.

56. **Not Medically Necessary:** Services, supplies, treatment, facilities, or equipment that the Plan determines are not Medically Necessary. Furthermore, this Plan excludes services, supplies, treatment, facilities, or equipment that reliable scientific evidence has shown does not cure the condition, slow the degeneration/deterioration or harm attributable to the condition, alleviate the symptoms of the condition, or maintain the current health status of the Covered Person. See also Maintenance Therapy above.

57. **Nursery and Newborn Expenses** for a grandchild of a covered Employee or spouse.

58. **Nutrition Counseling,** unless covered elsewhere in this SPD.

59. **Nutritional Supplements, Enteral Feedings, Vitamins, and Electrolytes** unless covered elsewhere in this SPD.

60. **Occupational and/or Work Related:** Any condition for which the Plan Participant has or had a right to compensation under any Workers' Compensation or occupational disease law or any other legislation of similar purpose, or is otherwise deemed by Statute to be care or treatment compensable under the Nevada Industrial Insurance Act commencing at NRS Chapter et seq. However, if the Plan provides benefits for any such condition, the Plan Administrator will be entitled to establish a lien upon such other benefits up to the amount paid.

61. **Orthognathic, Prognathic, and Maxillofacial Surgery.**

62. **Over-the-Counter Medication, Products, Supplies, or Devices,** unless covered elsewhere in this SPD.

63. **Palliative Foot Care.**

64. **Panniculectomy,** unless determined by the Plan to be Medically Necessary.

65. **Personal Comfort:** Services or supplies for personal comfort or convenience, such as, but not limited to, private rooms, televisions, telephones and guest trays.

66. **Pharmacy Consultations.** Charges for or related to consultative information provided by a pharmacist regarding a Prescription order, including, but not limited to, information related to dosage instruction, drug interactions, side effects, and the like.

67. **Prescription Medication Written by a Physician:** A Covered Person with a written Physician's Prescription who obtains medication from a pharmacy should refer to the Prescription Drug Benefits section of this SPD for coverage.

68. **Preventive / Routine Care Services,** unless covered elsewhere in this SPD.

69. **Private Duty Nursing Services.**

70. **Reconstructive Surgery** when performed only to achieve a normal or nearly normal appearance, and not to correct an underlying medical condition or impairment, as determined by the Plan, unless covered elsewhere in this SPD.

71. **Return to Work / School:** Telephone or Internet consultations, or the completion of claim forms or forms necessary for a return to work or school.

72. **Reversal of Sterilization:** Procedures or treatments to reverse prior voluntary sterilization, unless covered by the Plan in connection with Infertility Treatment.

73. **Room and Board Fees** when surgery is performed other than at a Hospital or Surgical Center.

74. **Self-Administered Services** or procedures, including self-administered or self-infused medications, that can be performed by the Covered Person without the presence of medical supervision. This exclusion does not apply to medications that, due to their characteristics (as determined by the claims administrator), must typically be administered or directly supervised by a qualified provider or licensed/certified health professional in an Outpatient setting. This exclusion does not apply to hemophilia treatment centers contracted to dispense hemophilia factor medications directly to members for self-infusion.

75. **Services at No Charge or Cost:** Services for which the Covered Person would not be obligated to pay in the absence of this Plan or that are available to the Covered Person at no cost, or for which the Plan has no legal obligation to pay, except for care provided in a facility of the uniformed services as per Title 32 of the National Defense Code, or as required by law.

76. **Services Provided By a Close Relative.** See the Glossary of Terms section of this SPD for a definition of Close Relative.

77. **Services Provided By a School.**

78. **Sex Therapy.**

79. **Sexual Function:** Non-surgical and surgical procedures and Prescription drugs (unless covered under the Prescription Drug Benefits section of this SPD) in connection with treatment for male or female impotence.

80. **Standby Surgeon Charges.**

81. **Subrogation.** Charges for an Illness or Injury suffered by a Covered Person due to the action or inaction of any Third-Party if the Covered Person fails to provide information as specified in the Right of Subrogation, Reimbursement, and Offset section. See the Right of Subrogation, Reimbursement, and Offset section for more information.

82. **Surrogate Parenting and Gestational Carrier Services,** including any services or supplies provided in connection with a surrogate parent, not including pregnancy and maternity charges Incurred by a covered Employee or covered spouse acting as a surrogate parent.

83. **Taxes:** Sales taxes and shipping and handling charges, unless covered elsewhere in this SPD.

84. **Telehealth.** Consultations made by a Covered Person's treating Physician to another Physician.

85. **Tobacco Addiction:** Diagnoses, services, treatment, or supplies related to addiction to or dependency on nicotine, unless covered elsewhere in this SPD.

86. **Transportation:** Transportation services that are solely for the convenience of the Covered Person, the Covered Person's Close Relative, or the Covered Person's Physician.

87. **Travel:** Travel costs, unless covered elsewhere in this SPD.

88. **Vision Care,** unless covered elsewhere in this SPD. (Refer to the Vision Care Benefits section of this SPD).

89. **Vitamin B-12 Injections.**

90. **Vitamins, Minerals, and Supplements,** even if prescribed by a Physician, except for IV iron therapy that is prescribed by a Physician for Medically Necessary purposes.

91. **Vocational Services:** Vocational and educational services rendered primarily for training or education purposes. This Plan also excludes work hardening, work conditioning, and industrial rehabilitation services rendered for Injury prevention education or return-to-work programs.

92. **Weekend Admissions** to Hospital confinement (admissions taking place after 3:00 pm on Fridays or before noon on Sundays) unless the admission is deemed an Emergency or is for care related to pregnancy that is expected to result in childbirth.

93. **Weight Control:** Treatment, services, or surgery for weight control**,** whether or not prescribed by a Physician or associated with an Illness, except as specifically stated for preventive counseling. This exclusion does not apply to specific services for Morbid Obesity as listed in the Covered Medical Benefits section of this SPD.

94. **Wigs (Cranial Prostheses), Toupees, Hairpieces, Hair Implants or Transplants, or Hair Weaving,** or any similar item for replacement of hair regardless of the cause of hair loss, unless covered elsewhere in this SPD.

95. **Wrong Surgeries:** Additional costs and/or care related to wrong surgeries. Wrong surgeries include, but are not limited to, surgery performed on the wrong body part, surgery performed on the wrong person, objects left in patients after surgery, etc.

The Plan does not limit a Covered Person's right to choose his or her own medical care. If a medical expense is not a covered benefit, or is subject to a limitation or exclusion, a Covered Person still has the right and privilege to receive such medical service or supply at the Covered Person's own personal expense.

CLAIMS AND APPEAL PROCEDURES

REASONABLE AND CONSISTENT CLAIMS PROCEDURES

The Plan's claims procedures are designed to ensure and verify that claim determinations are made in accordance with the Plan documents. The Plan provisions will be applied consistently with respect to similarly situated individuals.

Pre-Determination

A Pre-Determination is a determination of benefits by the claims administrator, on behalf of the Plan, prior to services being provided. Although Pre-Determinations are not required by the Plan, a Covered Person or provider may voluntarily request a Pre-Determination. A Pre-Determination informs individuals of whether, and under which circumstances, a procedure or service is generally a covered benefit under the Plan. A Covered Person or provider may wish to request a Pre-Determination before Incurring medical expenses. A Pre-Determination is not a claim and therefore may not be appealed. A Pre-Determination that a procedure or service may be covered under the Plan does not guarantee the Plan will ultimately pay the claim. All Plan terms and conditions will still be applied when determining whether a claim is payable under the Plan.

TYPE OF CLAIMS AND DEFINITIONS

- **Pre-Service Claim needing prior authorization as <u>required</u> by the Plan and stated in this SPD.** This is a claim for a benefit where the Covered Person or provider, when applicable, is required to obtain approval from the Plan ***before*** obtaining medical care, such as in the case of prior authorization of health care items or services that the Plan requires. If a Covered Person or provider calls the Plan for the sole purpose of learning whether or not a claim will be covered, that call is not considered a Pre-Service Claim, unless the Plan and this SPD specifically require the person to call for prior authorization. (See "Pre-Determination" above.) The fact that the Plan may grant prior authorization does not guarantee that the Plan will ultimately pay the claim.

  Note that this Plan does not require prior authorization for urgent or Emergency care claims; however, Covered Persons may be required to notify the Plan following stabilization. Please refer to the UMR CARE section of this SPD for more details. A condition is considered to be an urgent or Emergency care situation if a sudden and serious condition occurs such that a Prudent Layperson could expect the patient's life would be jeopardized, the patient would suffer severe pain, or serious impairment of the patient's bodily functions would result unless immediate medical care is rendered. Examples of an urgent or Emergency care situation may include, but are not limited to: chest pain; hemorrhaging; syncope; fever equal to or greater than 103° F; presence of a foreign body in the throat, eye, or internal cavity; or a severe allergic reaction.

- **Post-Service Claim** means a claim that involves payment for the cost of health care that has already been provided.

- **Concurrent Care Claim** means that an ongoing course of treatment to be provided over a period of time or for a specified number of treatments has been approved by the Plan.

PERSONAL REPRESENTATIVE

Personal Representative means a person (or provider) who may contact the Plan on the Covered Person's behalf to help with claims, appeals, or other benefit issues. A minor Dependent must have the signature of a parent or Legal Guardian in order to appoint a Third-Party as a Personal Representative.

If a Covered Person chooses to use a Personal Representative, the Covered Person must submit proper documentation to the Plan stating the following: the name of the Personal Representative, the date and duration of the appointment, and any other pertinent information. In addition, the Covered Person must agree to grant his or her Personal Representative access to his or her Protected Health Information. The Covered Person should contact the Claim Administrator to obtain the proper forms. All forms must be signed by the Covered Person in order to be considered official.

PROCEDURES FOR SUBMITTING CLAIMS

Most providers will accept assignment and coordinate payment directly with the Plan on the Covered Person's behalf. If the provider will not accept assignment or coordinate payment directly with the Plan, the Covered Person will need to send the claim to the Plan within the timelines outlined below in order to receive reimbursement. The address for submitting medical claims is on the back of the group health identification card.

A Covered Person who receives services in a country other than the United States is responsible for ensuring the provider is paid. If the provider will not coordinate payment directly with the Plan, the Covered Person will need to pay the claim up front and then submit the claim to the Plan for reimbursement. The Plan will reimburse the Covered Person for any covered amount in U.S. currency. The reimbursed amount will be based on the U.S. equivalency rate that is in effect on the date the Covered Person paid the claim, or on the date of service if the paid date is not known.

A complete claim must be submitted in writing and should include the following information:

- Covered Person's/patient's ID number, name, sex, date of birth, address, and relationship to Employee
- Authorized signature from the Covered Person
- Diagnosis
- Date of service
- Place of service
- Procedures, services, or supplies (narrative description)
- Charges for each listed service
- Number of days or units
- Patient's account number (if applicable)
- Total billed charges
- Provider's billing name, address, and telephone number
- Provider's Taxpayer Identification Number (TIN)
- Signature of provider
- Billing provider
- Any information on other insurance (if applicable)
- Whether the patient's condition is related to employment, an auto Accident, or another Accident (if applicable)
- Assignment of benefits (if applicable)

TIMELY FILING

Covered Persons are responsible for ensuring that complete claims are submitted to the Third-Party Administrator as soon as possible after services are received, but no later than 12 months from the date of service. If Medicare or Medicaid paid as primary in error, the timely filing requirement may be increased to three years from the date of service. A Veterans Administration Hospital has six years from the date of service to submit the claim. A complete claim means that the Plan has all the information that is necessary in order to process the claim. Claims received after the timely filing period will not be allowed.

INCORRECTLY FILED CLAIMS (Applies to Pre-Service Claims only)

If a Covered Person or Personal Representative attempts to, but does not properly, follow the Plan's procedures for requesting prior authorization, the Plan will notify the person and explain the proper procedures within five calendar days following receipt of a Pre-Service Claim request. The notice will usually be oral, unless written notice is requested by the Covered Person or Personal Representative.

HOW HEALTH BENEFITS ARE CALCULATED

When UMR receives a claim for a service that has been provided to a Covered Person, it will determine if the service is a covered benefit under this group health Plan. If the service is not a covered benefit, the claim will be denied and the Covered Person will be responsible for paying the provider for these costs. If the service is a covered benefit, UMR will establish the allowable payment amount for that service, in accordance with the provisions of this SPD.

Claims for covered benefits are paid according to the billed charges, a Negotiated Rate, or the Protection from Balance Billing allowed amount, or based on the Usual and Customary amounts, minus any Deductible, Plan Participation rate, Co-pay, or penalties that the Covered Person is responsible for paying. Refer to the Protection from Balance Billing section of this SPD for covered benefits that are payable in accordance with the Protection from Balance Billing allowed amount.

Negotiated Rate: On occasion, UMR will negotiate a payment rate with a provider for a particular covered service, such as transplant services, Durable Medical Equipment, Extended Care Facility treatment, or other services. The Negotiated Rate is what the Plan will pay to the provider, minus any Co-pay, Deductible, Plan Participation rate, or penalties that the Covered Person is responsible for paying. If a network contract is in place, the network contract determines the Plan's Negotiated Rate.

Modifiers or Reducing Modifiers, if Medically Necessary. These terms apply to services and procedures performed on the same day and may be applied to surgical, radiological, and other diagnostic procedures. For a provider participating with a primary or secondary network, claims will be paid according to the network contract. For a provider who is not participating with a network, where no discount is applied, the industry guidelines are to allow the Usual and Customary fee allowance for the primary procedure and a percentage of the Usual and Customary fee allowance for all secondary procedures. These allowances are then processed according to Plan provisions. A global package includes the services that are a necessary part of the procedure. For individual services that are part of a global package, it is customary for the individual services not to be billed separately. A separate charge will not be allowed under the Plan.

The specific reimbursement formula used will vary depending upon the Physician or facility providing the service(s) and the type of service(s) received.

Reimbursement for covered services received from providers, including Physicians or health care facilities, who are not part of Your network are determined based on one of the following:

- Fee(s) that are negotiated with the Physician or facility; or
- The amount that is usually accepted by health care providers in the same geographical area (or greater area, if necessary) for the same services, treatment, or materials based on the 100th percentile for Medicare allowable, 60% of billed charges (with approval) for non-Medicare allowable, or
- Current publicly available data reflecting the costs for health care providers providing the same or similar services, treatment, or materials adjusted for geographical differences plus a margin factor.

When covered health services are received from a non-network provider as a result of an Emergency or as arranged by Your Plan Administrator, eligible expenses are amounts negotiated by Your claims administrator or amounts permitted by law. Refer to the Protection from Balance Billing section of this SPD for more information. Please contact Your Plan Administrator if You are billed for amounts in excess of Your applicable Plan Participation, Co-pays, or Deductibles. The Plan will not pay excessive charges or amounts You are not legally obligated to pay.

See “Surgery and Assistant Surgeon Services” in the Covered Medical Benefits section for exceptions related to multiple procedures. A global package includes the services that are a necessary part of a procedure. For individual services that are part of a global package, it is customary for the individual services not to be billed separately. A separate charge will not be allowed under the Plan.

For services received from a non-network provider, claims for Covered Expenses will normally be processed in accordance with the **Out-of-Network** benefit levels that are listed on the Schedule of Benefits. These providers charge their normal rates for services, so Covered Persons may need to pay more. Covered Persons are responsible for paying the balance of these claims after the Plan pays its portion, if any.

NOTIFICATION OF BENEFIT DETERMINATION

If a claim is submitted by a Covered Person or a provider on behalf of a Covered Person and the Plan does not completely cover the charges, the Covered Person will receive an Explanation of Benefits (EOB) form that will explain how much the Plan paid toward the claim, and how much of the claim is the Covered Person’s responsibility due to cost-sharing obligations, non-covered benefits, penalties, or other Plan provisions. Please check the information on each EOB form to make sure the services charged were actually received from the provider and that the information appears to be correct. If You have any questions or concerns about the EOB form, call the Plan at the number listed on the EOB form or on the back of the group health identification card. The provider will receive a similar form for each claim that is submitted.

TIMELINES FOR INITIAL BENEFIT DETERMINATION

UMR will process claims within the following timelines, although a Covered Person may voluntarily extend these timelines:

- Pre-Service Claims: A decision will be made within 15 calendar days following receipt of a claim request, but the Plan may have an extra 15-day extension when necessary for reasons beyond the control of the Plan, if written notice is given to the Covered Person within the original 15-day period.
- Post-Service Claims: Claims will be processed within 30 calendar days, but the Plan may have an additional 15-day extension when necessary for reasons beyond the control of the Plan, if written notice is provided to the Covered Person within the original 30-day period.
- Concurrent Care Claims: If the Plan is reducing or terminating benefits before the end of the previously approved course of treatment, the Plan will notify the Covered Person prior to the coverage for the treatment ending or being reduced.
- Emergency and/or Urgent Care claims as defined by the Affordable Care Act: The Plan will notify a Covered Person or provider of a benefit determination (whether adverse or not) with respect to a claim involving Emergency or Urgent Care as soon as possible, taking into account the Medical Necessity, but not later than 72 hours after the receipt of the claim by the Plan, and deference will be made to the treating Physician.

A claim is considered to be filed when the claim for benefits has been submitted to UMR for formal consideration under the terms of this Plan.

CIRCUMSTANCES CAUSING LOSS OR DENIAL OF PLAN BENEFITS

Claims may be denied for any of the following reasons:

- Termination of Your employment.
- A Covered Person’s loss of eligibility for coverage under the health Plan.
- Charges are Incurred prior to the Covered Person's Effective Date or following termination of coverage.
- A Covered Person reached the Maximum Benefit under this Plan.
- Amendment of the group health Plan.

- Termination of the group health Plan.
- The Employee, Dependent, or provider did not respond to a request for additional information needed to process the claim or appeal.
- Application of Coordination of Benefits.
- Enforcement of subrogation.
- Services are not a covered benefit under this Plan.
- Services are not considered Medically Necessary.
- Failure to comply with prior authorization requirements before receiving services.
- Misuse of the Plan identification card or other fraud.
- Failure to pay premiums if required.
- The Employee or Dependent is responsible for charges due to Deductible, Plan Participation obligations, or penalties.
- Application of the Protection from Balance Billing allowed amount, the Usual and Customary fee limits, the fee schedule, or Negotiated Rates.
- Incomplete or inaccurate claim submission.
- Application of utilization review.
- Procedures are considered Experimental, Investigational, or Unproven.
- Other reasons as stated elsewhere in this SPD.

ADVERSE BENEFIT DETERMINATION (DENIED CLAIMS)

Adverse Benefit Determination means a denial, reduction, or termination of a benefit, or a failure to provide or make payment, in whole or in part, for a benefit. It also includes any such denial, reduction, termination, rescission of coverage (whether or not, in connection with the rescission, there is an adverse effect on any particular benefit at that time), or failure to provide or make payment that is based on a determination that the Covered Person is no longer eligible to participate in the Plan.

If a claim is being denied, in whole or in part, and the Covered Person will owe any amount to the provider, the Covered Person will receive an initial claim denial notice, usually referred to as an Explanation of Benefits (EOB) form, within the timelines described above. The EOB form will:

- Explain the specific reasons for the denial.
- Provide a specific reference to pertinent Plan provisions on which the denial was based.
- Provide a description of any material or information that is necessary for the Covered Person to perfect the claim, along with an explanation of why such material or information is necessary, if applicable.
- Provide appropriate information as to the steps the Covered Person may take to submit the claim for appeal (review).

If an internal rule or guideline was relied upon, or if the denial was based on Medical Necessity or Experimental, Investigational, or Unproven treatment, the Plan will notify the Covered Person of that fact. The Covered Person has the right to request a copy of the rule/guideline or clinical criteria that were relied upon, and such information will be provided free of charge.

APPEALS PROCEDURE FOR ADVERSE BENEFIT DETERMINATIONS

If a Covered Person disagrees with the denial of a claim or a rescission of coverage determination, the Covered Person or his or her Personal Representative may request that the Plan review its initial determination by submitting a written request to the Plan as described below. An appeal filed by a provider on the Covered Person's behalf is not considered an appeal under the Plan unless the provider is a Personal Representative.

First Level of Appeal: This is a **mandatory** appeal level. The Covered Person must exhaust the following internal procedures before taking any outside legal action.

- The Covered Person must file the appeal within 180 days of the date he or she received the EOB form from the Plan showing that the claim was denied. The Plan will assume the Covered Person received the EOB form seven days after the Plan mailed the EOB form.
- The Covered Person or his or her Personal Representative will be allowed reasonable access to review or copy pertinent documents, at no charge.
- The Covered Person may submit written comments, documents, records, and other information related to the claim to explain why he or she believes the denial should be overturned. This information should be submitted at the same time the written request for a review is submitted.
- The Covered Person has the right to submit evidence that his or her claim is due to the existence of a physical or mental medical condition or domestic violence, under applicable federal nondiscrimination rules.
- The review will take into account all comments, documents, records, and other information submitted that relates to the claim. This will include comments, documents, records, and other information that either were not submitted previously or were not considered in the initial benefit decision. The review will be conducted by individuals who were not involved in the original denial decision and are not under the supervision of the person who originally denied the claim.
- If the benefit denial was based, in whole or in part, on a medical judgment, the Plan will consult with a health care professional with training and experience in the relevant medical field. This health care professional may not have been involved in the original denial decision and may not be supervised by the health care professional who was involved. If the Plan has consulted with medical or vocational experts in connection with the claim, these experts will be identified upon the Covered Person's request, regardless of whether or not the Plan relies on their advice in making any benefit determinations.
- After the claim has been reviewed, the Covered Person will receive written notification letting him or her know if the claim is being approved or denied. In the event of new or additional evidence, or any new rationale relied upon during the appeal process in connection with a claim that is being appealed, the Plan will automatically provide the relevant information to the Covered Person. The notification will provide the Covered Person with the information outlined under the "Adverse Benefit Determination" section above.

Second Level of Appeal: This is a **voluntary** appeal level. The Covered Person is not required to follow this internal procedure before taking outside legal action.

- A Covered Person who is not satisfied with the decision following the first appeal has the right to appeal the denial a second time.
- The Covered Person or his or her Personal Representative must submit a written request for a second review within 30 calendar days following the date he or she received the Plan's decision regarding the first appeal. The Plan will assume the Covered Person received the determination letter regarding the first appeal seven days after the Plan sent the determination letter.
- The Covered Person may submit written comments, documents, records, and other pertinent information to explain why he or she believes the denial should be overturned. This information should be submitted at the same time the written request for a second review is submitted.
- The Covered Person has the right to submit evidence that his or her claim is due to the existence of a physical or mental medical condition or domestic violence, under applicable federal nondiscrimination rules.
- The second review will take into account all comments, documents, records, and other information submitted that relates to the claim that either were not submitted previously or were not considered in the initial benefit decision. The review will be conducted by individuals who were not involved in the original denial decision or the first appeal, and are not under the supervision of those individuals.

- If the benefit denial was based, in whole or in part, on a medical judgment, the Plan will consult with a health care professional with training and experience in the relevant medical field. This health care professional may not have been involved in the original denial decision or first appeal, and may not be supervised by the health care professional who was involved. If the Plan has consulted with medical or vocational experts in connection with the claim, these experts will be identified upon the Covered Person's request, regardless of whether or not the Plan relies on their advice in making any benefit determinations.
- After the claim has been reviewed, the Covered Person will receive written notification letting him or her know if the claim is being approved or denied. In the event of new or additional evidence, or any new rationale relied upon during the appeal process in connection with a claim that is being appealed, the Plan will automatically provide the relevant information to the Covered Person. The notification will provide the Covered Person with the information outlined under the "Adverse Benefit Determination" section above.

Regarding the above voluntary appeal level, the Plan agrees that any statutory limitations that are applicable to pursuing the claim in court will be put on hold during the period of this voluntary appeal process. The voluntary appeal process is available only after the Covered Person has followed the mandatory appeal level as required above. This Plan also agrees that it will not charge the Covered Person a fee for going through the voluntary appeal process, and it will not assert a failure to exhaust administrative remedies if a Covered Person elects to pursue a claim in court before following this voluntary appeal process. A Covered Person's decision about whether to submit a benefit dispute through this voluntary appeal level will have no effect on his or her rights to any other benefits under the Plan. If You have any questions regarding the voluntary level of appeal, including applicable rules, a Covered Person's right to representation (i.e., to appoint a Personal Representative), or other details, please contact the Plan.

Appeals should be sent within the prescribed time period as stated above to the following address(es).

Note: Post-Service Appeal Request forms are available at www.umr.com to assist You in providing all the recommended information to ensure a full and fair review of Your Adverse Benefit Determination. You are not required to use this form.

Send Post-Service Claim Medical appeals to:
UMR
CLAIMS APPEAL UNIT
PO BOX 30546
SALT LAKE CITY UT 84130-0546

Send Pre-Service Claim Medical appeals to:
UHC APPEALS - UMR
PO BOX 400046
SAN ANTONIO TX 78229

This Plan contracts with various companies to administer different parts of this Plan. A Covered Person who wants to appeal a decision or a claim determination that one of these companies made should send appeals directly to the company that made the decision being appealed. This includes the RIGHT TO EXTERNAL REVIEW.

Send Pharmacy appeals to:
NAVITUS HEALTH SOLUTIONS
361 INTEGRITY DR
MADISON WI 53717

TIME PERIODS FOR MAKING DECISIONS ON APPEALS

After reviewing a claim that has been appealed, the Plan will notify the Covered Person of its decision within the following timeframes, although Covered Persons may voluntarily extend these timelines. In addition, if any new or additional evidence is relied upon or generated during the determination of the appeal, the Plan will provide such evidence to You free of charge and sufficiently in advance of the due date of the response to the Adverse Benefit Determination. If such evidence is received at a point in the process where the Plan is unable to provide You with a reasonable opportunity to respond prior to the end of the period stated below, the time period will be tolled to allow You a reasonable opportunity to respond to the new or additional evidence.

URGENT CLAIM APPEALS THAT REQUIRE IMMEDIATE ACTION

A request by a Covered Person or his or her authorized representative for the review and reconsideration of coverage that requires notification or approval prior to receiving medical care may be considered an urgent claim appeal. Urgent claim appeals must meet one or both of the following criteria in order to be considered urgent in nature:

- A delay in treatment could seriously jeopardize life or health or the ability to regain maximum functionality.
- In the opinion of a Physician with knowledge of the medical condition, a delay in treatment could cause severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim.

UMR must respond to the urgent claim appeal request as soon as possible, taking into account the medical exigencies, but no later than 72 hours after receiving the request for review.

The timelines below will apply only to the mandatory appeal level. The voluntary appeal level will not be subject to specific timelines.

- Pre-Service Claims: Within a reasonable period of time appropriate to the medical circumstances, but no later than 30 calendar days after the Plan receives the request for review.
- Post-Service Claims: Within a reasonable period of time, but no later than 60 calendar days after the Plan receives the request for review.
- Concurrent Care Claims: Before treatment ends or is reduced.

RIGHT TO EXTERNAL REVIEW

If, after exhausting Your internal appeals, You are not satisfied with the final determination, You may choose to participate in the external review program. This program applies only if the Adverse Benefit Determination involves:

- Clinical reasons;
- The exclusions for Experimental, Investigational, or Unproven services;
- Determinations related to Your entitlement to a reasonable alternative standard for a reward under a Wellness Program;
- Determinations related to whether the Plan has complied with non-quantitative treatment limitation provisions of Code 9812 or 54.9812 (Parity in Mental Health and Substance Use Disorder Benefits);
- Determinations related to the Plan's compliance with the following surprise billing and cost-sharing protections set forth in the No Surprises Act:
  - Whether a claim is for Emergency treatment that involves medical judgment or consideration of compliance with the cost-sharing and surprise billing protections;
  - Whether a claim for items and services was furnished by a non-network provider at a network facility;
  - Whether an individual gave informed consent to waive the protections under the No Surprises Act;
  - Whether a claim for items and services is coded correctly and is consistent with the treatment actually received;

- Whether cost-sharing was appropriately calculated for claims for Ancillary Services provided by a non-network provider at a network facility; or
- Other requirements of applicable law.

This external review program offers an independent review process to review the denial of a requested service or procedure (other than a pre-determination of benefits) or the denial of payment for a service or procedure. The process is available at no charge to You after You have exhausted the appeals process identified above and You receive a decision that is unfavorable, or if UMR or Your employer fails to respond to Your appeal within the timelines stated above.

You may request an independent review of the Adverse Benefit Determination. Neither You nor UMR nor Your employer will have an opportunity to meet with the reviewer or otherwise participate in the reviewer's decision. If You wish to pursue an external review, please send a written request as indicated below.

Notice of the right to external review for Pre-Service appeals should be sent to:

UHC APPEALS - UMR
PO BOX 400046
SAN ANTONIO TX 78229

Alternatively, You may fax Your request to 888-615-6584, ATTN: UMR Appeals

Notice of the right to external review for Post-Service appeals should be sent to:

UMR
EXTERNAL REVIEW APPEAL UNIT
PO BOX 8048
WAUSAU WI 54402-8048

Your written request should include: (1) Your specific request for an external review; (2) the Employee's name, address, and member ID number; (3) Your designated representative's name and address, if applicable; (4) a description of the service that was denied; and (5) any new, relevant information that was not provided during the internal appeal. You will be provided more information about the external review process at the time we receive Your request.

Any requests for an independent review must be made within 180 days of the date You receive the Adverse Benefit Determination. You or an authorized designated representative may request an independent review by contacting the toll-free number on Your ID card or by sending a written request to the address on Your ID card.

The independent review will be performed by an independent Physician, or by a Physician who is qualified to decide whether the requested service or procedure is a qualified medical care expense under the Plan. The Independent Review Organization (IRO) has been contracted by UMR and has no material affiliation or interest with UMR or Your employer. UMR will choose the IRO based on a rotating list of approved IROs.

In certain cases, the independent review may be performed by a panel of Physicians, as deemed appropriate by the IRO.

Within applicable timeframes of UMR's receipt of a request for independent review, the request will be forwarded to the IRO, together with:

- All relevant medical records;
- All other documents relied upon by UMR and/or Your employer in making a decision on the case; and
- All other information or evidence that You or Your Physician has already submitted to UMR or Your employer.

If there is any information or evidence that was not previously provided and that You or Your Physician wishes to submit in support of the request, You may include this information with the request for an independent review, and UMR will include it with the documents forwarded to the IRO. A decision will be made within applicable timeframes. If the reviewer needs additional information in order to make a decision, this time period may be extended. The independent review process will be expedited if You meet the criteria for an expedited external review as defined by applicable law.

The reviewer's decision will be in writing and will include the clinical basis for the determination. The IRO will provide You and UMR and/or Your employer with the reviewer's decision, a description of the qualifications of the reviewer, and any other information deemed appropriate by the organization and/or required by applicable law.

If the final independent decision is to approve payment or referral, the Plan will accept the decision and provide benefits for such service or procedure in accordance with the terms and conditions of the Plan. If the final independent review decision is that payment or referral will not be made, the Plan will not be obligated to provide benefits for the service or procedure.

You may contact the claims administrator at the toll-free number on Your ID card for more information regarding Your external appeal rights and the independent review process.

PHYSICAL EXAMINATION AND AUTOPSY

The Plan may require that a Covered Person have a physical examination, at the Plan's expense, as often as is necessary to settle a claim. In the case of death, the Plan may require an autopsy unless forbidden by law.

RIGHT TO REQUEST OVERPAYMENTS

The Plan reserves the right to recover any payments made by the Plan that were:

- Made in error; or
- Made after the date the person's coverage should have been terminated under this Plan; or
- Made to any Covered Person or any party on a Covered Person's behalf where the Plan Sponsor determines the payment to the Covered Person or any party is greater than the amount payable under this Plan.

The Plan has the right to recover against Covered Persons if the Plan has paid them or any other party on their behalf.

FRAUD

Fraud is a crime for which an individual may be prosecuted. Any Covered Person who willfully and knowingly engages in an activity intended to defraud the Plan is guilty of fraud. The Plan will utilize all means necessary to support fraud detection and investigation. It is a crime for a Covered Person to file a claim containing any false, incomplete, or misleading information with intent to injure, defraud, or deceive the Plan. In addition, it is a fraudulent act when a Covered Person willfully and knowingly fails to notify the Plan regarding an event that affects eligibility for a Covered Person. Notification requirements are outlined in this SPD and other Plan materials. Please read them carefully and refer to all Plan materials that You receive (e.g., COBRA notices). A few examples of events that require Plan notification are divorce, a Dependent aging out of the Plan, and enrollment in other group health coverage while on COBRA. (Please note that the examples listed are not all-inclusive.)

These actions will result in denial of the Covered Person's claim or in termination of the Covered Person's coverage under the Plan, and are subject to prosecution and punishment to the full extent under state and/or federal law.

Each Covered Person must:

- File accurate claims. If someone else, such as the Covered Person's spouse or another family member, files claims on the Covered Person's behalf, the Covered Person should review the claim form before signing it;
- Review the Explanation of Benefits (EOB) form. The Covered Person should make certain that benefits have been paid correctly based on his or her knowledge of the expenses Incurred and the services rendered;
- Never allow another person to seek medical treatment under his or her identity. If the Covered Person's Plan identification card is lost, the Covered Person should report the loss to the Plan immediately;
- Provide complete and accurate information on claim forms and any other forms. He or she should answer all questions to the best of his or her knowledge; and
- Notify the Plan when an event occurs that affects a Covered Person's eligibility.

In order to maintain the integrity of this Plan, each Covered Person is encouraged to notify the Plan whenever a provider:

- Bills for services or treatment that have never been received; or
- Asks a Covered Person to sign a blank claim form; or
- Asks a Covered Person to undergo tests that the Covered Person feels are not needed.

Covered Persons concerned about any of the charges that appear on a bill or EOB form, or who know of or suspect any illegal activity, should call the toll-free hotline at 1-800-356-5803. All calls are strictly confidential.

OTHER FEDERAL PROVISIONS

FAMILY AND MEDICAL LEAVE ACT (FMLA)

If an Employee is on a family or medical leave of absence that meets the eligibility requirements under the Family and Medical Leave Act of 1993 (FMLA), his or her employer will continue coverage under this Plan in accordance with state and federal FMLA regulations, provided the following conditions are met:

- Contributions are paid; and
- The Employee has a written, approved leave from the employer.

Coverage will be continued for up to the greater of:

- The leave period required by the FMLA and any amendment; or
- The leave period required by applicable state law.

An Employee may choose not to retain group health coverage during an FMLA leave. When the Employee returns to work following the FMLA leave, the Employee's coverage will usually be restored to the level the Employee would have had if the FMLA leave had not been taken. For more information, please contact Your Health Benefits or Personnel office.

QUALIFIED MEDICAL CHILD SUPPORT ORDERS PROVISION

A Dependent Child will become covered as of the date specified in a judgment, decree, or order issued by a court of competent jurisdiction or through a state administrative process.

The order must clearly identify all of the following:

- The name and last known mailing address of the participant;
- The name and last known mailing address of each alternate recipient (or official state or political designee for the alternate recipient);
- A reasonable description of the type of coverage to be provided to the Child or the manner in which such coverage is to be determined; and
- The period to which the order applies.

Please contact the Plan Administrator to request a copy, at no charge, of the written procedures that the Plan uses when administering Qualified Medical Child Support Orders.

NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Under federal law, group health plans and health insurance issuers offering group health insurance generally may not restrict benefits for any Hospital length of stay in connection with childbirth for the mother or the newborn Child to less than 48 hours following a vaginal delivery, or less than 96 hours following a Cesarean section. However, the plan or issuer may pay for a shorter stay if the attending Physician (i.e., Your Physician, nurse, midwife, or physician assistant) after consultation with the mother, discharges the mother or newborn earlier.

Also, under federal law, plans and insurers may not set the level of benefits or out-of-pocket costs so that any later portion of the 48-hour (or 96-hour) stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay.

In addition, a plan or issuer may not, under federal law, require that a Physician or other health care provider obtain authorization for prescribing a length of stay of up to 48 hours (or 96 hours). However, to use certain providers or facilities, or to reduce Your out-of-pocket costs, You may be required to obtain precertification. For information on precertification, contact Your plan administrator.

This group health Plan also complies with the provisions of the:

- Americans With Disabilities Act, as amended.
- Women's Health and Cancer Rights Act of 1998 regarding breast reconstruction following a mastectomy.
- Pediatric Vaccines regulation, whereby an employer will not reduce its coverage for pediatric vaccines below the coverage it provided as of May 1, 1993.
- Medicare Secondary Payer regulations, as amended.
- TRICARE Prohibition Against Incentives and Nondiscrimination Requirements amendments.
- Genetic Information Non-discrimination Act (GINA).

The Plan Sponsor has opted out of complying with the following federal regulations as is allowed by law for governmental or church group health plans:

- Mental Health Parity Act.

HIPAA ADMINISTRATIVE SIMPLIFICATION
MEDICAL PRIVACY AND SECURITY PROVISION

USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION UNDER HIPAA PRIVACY AND SECURITY REGULATIONS

This Plan will Use a Covered Person's Protected Health Information (PHI) to the extent of and in accordance with the Uses and Disclosures permitted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Specifically, this Plan will Use and Disclose a Covered Person's PHI for purposes related to health care Treatment, Payment for health care, and Health Care Operations. Additionally, this Plan will Use and Disclose a Covered Person's PHI as required by law and as permitted by authorization. This section establishes the terms under which the Plan may share a Covered Person's PHI with the Plan Sponsor, and limits the Uses and Disclosures that the Plan Sponsor may make of a Covered Person's PHI.

This Plan will Disclose a Covered Person's PHI to the Plan Sponsor only to the extent necessary for the purposes of the administrative functions of Treatment, Payment for health care, or Health Care Operations.

The Plan Sponsor will Use and/or Disclose a Covered Person's PHI only to the extent necessary for the administrative functions of Treatment, Payment for health care, or Health Care Operations that it performs on behalf of this Plan.

This Plan agrees that it will Disclose a Covered Person's PHI to the Plan Sponsor only upon receipt of a certification from the Plan Sponsor that the terms of this section have been adopted and that the Plan Sponsor agrees to abide by these terms.

The Plan Sponsor is subject to all of the following restrictions that apply to the Use and Disclosure of a Covered Person's PHI:

- The Plan Sponsor will Use and Disclose a Covered Person's PHI (including Electronic PHI) only for Plan Administrative Functions, as required by law or as permitted under the HIPAA regulations. This Plan's Notice of Privacy Practices also contains more information about permitted Uses and Disclosures of PHI under HIPAA;

- The Plan Sponsor will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;

- The Plan Sponsor will require each of its subcontractors or agents to whom the Plan Sponsor may provide a Covered Person's PHI to agree to the same restrictions and conditions imposed on the Plan Sponsor with regard to a Covered Person's PHI;

- The Plan Sponsor will ensure that each of its subcontractors or agents to whom the Plan Sponsor may provide Electronic PHI agree to implement reasonable and appropriate security measures to protect Electronic PHI;

- The Plan Sponsor will not Use or Disclose PHI for employment-related actions and decisions or in connection with any other of the Plan Sponsor's benefits or Employee benefit plans;

- The Plan Sponsor will promptly report to this Plan any breach or impermissible or improper Use or Disclosure of PHI not authorized by the Plan documents;

- The Plan Sponsor will report to the Plan any breach or security incident with respect to Electronic PHI of which the Plan Sponsor becomes aware;

- The Plan Sponsor and the Plan will not Use genetic information for underwriting purposes. For example, underwriting purposes will include determining eligibility, coverage, or payment under the Plan, with the exception of determining medical appropriateness of a treatment;

- The Plan Sponsor will allow a Covered Person or this Plan to inspect and copy any PHI about the Covered Person contained in the Designated Record Set that is in the Plan Sponsor's custody or control. The HIPAA Privacy Regulations set forth the rules that the Covered Person and the Plan must follow and also sets forth exceptions;

- The Plan Sponsor will amend or correct, or make available to the Plan to amend or correct, any portion of the Covered Person's PHI contained in the Designated Record Set to the extent permitted or required under the HIPAA Privacy Regulations;

- The Plan Sponsor will keep a Disclosure log for certain types of Disclosures set forth in the HIPAA Regulations. Each Covered Person has the right to see the Disclosure log. The Plan Sponsor does not have to maintain a log if Disclosures are for certain Plan-related purposes such as Payment of benefits or Health Care Operations;

- The Plan Sponsor will make its internal practices, books, and records related to the Use and Disclosure of a Covered Person's PHI available to this Plan and to the Department of Health and Human Services or its designee for the purpose of determining this Plan's compliance with HIPAA;

- The Plan Sponsor must, if feasible, return to this Plan or destroy all of a Covered Person's PHI that the Plan Sponsor received from or on behalf of this Plan when the Plan Sponsor no longer needs the Covered Person's PHI to administer this Plan. This includes all copies in any form, including any compilations derived from the PHI. If return or destruction is not feasible, the Plan Sponsor agrees to restrict and limit further Uses and Disclosures to the purposes that make the return or destruction infeasible;

- The Plan Sponsor will provide that adequate separation exists between this Plan and the Plan Sponsor so that a Covered Person's PHI (including Electronic PHI) will be used only for the purpose of Plan administration; and

- The Plan Sponsor will use reasonable efforts to request only the minimum necessary type and amount of a Covered Person's PHI to carry out functions for which the information is requested.

The following Employees, classes of Employees, or other workforce members under the control of the Plan Sponsor may be given access to a Covered Person's PHI for Plan Administrative Functions that the Plan Sponsor performs on behalf of the Plan as set forth in this section:

Clark County Risk Management

This list includes every Employee, class of Employees, or other workforce members under the control of the Plan Sponsor who may receive a Covered Person's PHI. If any of these Employees or workforce members Use or Disclose a Covered Person's PHI in violation of the terms set forth in this section, the Employees or workforce members will be subject to disciplinary action and sanctions, including the possibility of termination of employment. If the Plan Sponsor becomes aware of any such violation, the Plan Sponsor will promptly report the violation to this Plan and will cooperate with the Plan to correct the violation, to impose the appropriate sanctions, and to mitigate any harmful effects to the Covered Person.

DEFINITIONS

Administrative Simplification is the section of the law that addresses electronic transactions, privacy, and security. The goals are to:

- Improve efficiency and effectiveness of the health care system;
- Standardize electronic data interchange of certain administrative transactions;
- Safeguard security and privacy of Protected Health Information;
- Improve efficiency to compile/analyze data, audit, and detect fraud; and
- Improve the Medicare and Medicaid programs.

Business Associate (BA) in relationship to a Covered Entity (CE) means a person to whom the CE Discloses Protected Health Information (PHI) so that a person may carry out, assist with the performance of, or perform a function or activity for the CE. This includes contractors or other persons who receive PHI from the CE (or from another business partner of the CE) for the purposes described in the previous sentence, including lawyers, auditors, consultants, Third-Party Administrators, health care clearinghouses, data processing firms, billing firms, and other Covered Entities. This excludes persons who are within the CE's workforce.

Covered Entity (CE) is one of the following: a health plan, a health care clearinghouse, or a health care provider who transmits any health information in connection with a transaction covered by this law.

Designated Record Set means a set of records maintained by or for a Covered Entity that includes a Covered Person's PHI. This includes medical records, billing records, enrollment records, Payment records, claims adjudication records, and case management record systems maintained by or for this Plan. This also includes records used to make decisions about Covered Persons. This record set must be maintained for a minimum of six years.

Disclose or Disclosure is the release or divulgence of information by an entity to persons or organizations outside that entity.

Electronic Protected Health Information (Electronic PHI) is Individually Identifiable Health Information that is transmitted by electronic media or maintained in electronic media. It is a subset of Protected Health Information.

Health Care Operations are general administrative and business functions necessary for the CE to remain a viable business. These activities include:

- Conducting quality assessment and improvement activities;
- Reviewing the competence or qualifications and accrediting/licensing of health care professional plans;
- Evaluating health care professional and health plan performance;
- Training future health care professionals;
- Insurance activities related to the renewal of a contract for insurance;
- Conducting or arranging for medical review and auditing services;
- Compiling and analyzing information in anticipation of or for use in a civil or criminal legal proceeding;
- Population-based activities related to improving health or reducing health care costs, protocol development, case management, and care coordination;
- Contacting of health care providers and patients with information about Treatment alternatives and related functions that do not entail direct patient care; and
- Activities related to the creation, renewal, or replacement of a contract for health insurance or health benefits, as well as ceding, securing, or placing a contract for reinsurance of risk related to claims for health care (including stop-loss and excess of loss insurance).

Individually Identifiable Health Information is information that is a subset of health information, including demographic information collected from a Covered Person, and that:

- Is created by or received from a Covered Entity;
- Relates to the past, present, or future physical or mental health condition of a Covered Person, the provision of health care, or the past, present, or future Payment for the provision of health care; and
- Identifies the Covered Person, or there is reasonable basis to believe the information can be used to identify the Covered Person.

Payment means the activities of the health plan or a Business Associate, including the actual Payment under the policy or contract; and a health care provider or its Business Associate that obtains reimbursement for the provision of health care.

Plan Administrative Functions means administrative functions of Payment or Health Care Operations performed by the Plan Sponsor on behalf of the Plan, including quality assurance, claims processing, auditing, and monitoring.

Plan Sponsor means Your employer.

Privacy Official is the individual who provides oversight of compliance with all policies and procedures related to the protection of PHI and federal and state regulations related to a Covered Person's privacy.

Protected Health Information (PHI) is Individually Identifiable Health Information transmitted or maintained by a Covered Entity in written, electronic, or oral form. PHI includes Electronic PHI.

Treatment is the provision of health care by, or the coordination of health care (including health care management of the individual through risk assessment, case management, and disease management) among, health care providers; the referral of a patient from one provider to another; or the coordination of health care or other services among health care providers and third parties authorized by the health plan or the individual.

Use means, with respect to Individually Identifiable Health Information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

PLAN AMENDMENT AND TERMINATION INFORMATION

The Plan Sponsor fully intends to maintain this Plan indefinitely; however, the employer reserves the right to terminate, suspend, or amend this Plan at any time, in whole or in part, including making modifications to the benefits under this Plan. No person or entity has any authority to make any oral change or amendments to this Plan. No agent or representative of this Plan will have the authority to legally change the Plan terms or SPD or waive any of its provisions, either purposefully or inadvertently. If a misstatement affects the existence of coverage, the relevant facts will be used in determining whether coverage is in force under the terms of this Plan and in what amount. The Plan Administrator will provide written notice to Covered Persons within 60 days following the adopted formal action that makes material reduction of benefits to the Plan, or may, alternatively, furnish such notification through communications maintained by the Plan Sponsor or Plan Administrator at regular intervals of no greater than 90 days.

COVERED PERSON'S RIGHTS IF PLAN IS AMENDED OR TERMINATED

If this Plan is amended, a Covered Person's rights are limited to Plan benefits in force at the time expenses are Incurred, whether or not the Covered Person has received written notification from the Plan Administrator that the Plan has been amended.

If this Plan is terminated, the rights of a Covered Person are limited to Covered Expenses Incurred before the Covered Person receives notice of termination. All claims Incurred prior to termination, but not submitted to either the Plan Sponsor or the Third-Party Administrator within 75 days of the Effective Date of termination of this Plan due to bankruptcy, will be excluded from any benefit consideration.

The Plan will assume that the Covered Person receives the written amendment or termination letter from the Plan Administrator seven days after the letter is mailed to the Covered Person.

No person will become entitled to any vested rights under this Plan.

DISTRIBUTION OF ASSETS UPON TERMINATION OF PLAN

Contact Your Health Benefits or Personnel office for information regarding distribution of assets upon termination of Plan.

NO CONTRACT OF EMPLOYMENT

This Plan is not intended to be, and may not be construed as, a contract of employment between any Covered Person and the employer.

GLOSSARY OF TERMS

ABA / IBI / Autism Spectrum Disorder Therapy means intensive behavioral therapy programs used to treat Autism Spectrum Disorder. These programs are often referred to as Intensive Behavioral Intervention (IBI), Early Intensive Behavioral Intervention (EIBI), or Applied Behavior Analysis (ABA). These interventions aim to reduce problem behaviors and develop alternative behaviors and skills in those with Autism Spectrum Disorder. In a typical therapy session, the Child is directed to perform an action. Successful performance of the task is rewarded with a positive reinforcer, while noncompliance or no response receives a neutral reaction from the therapist. For Children with maladaptive behaviors, plans are created to utilize the use of reinforcers to decrease problem behavior and increase more appropriate responses. Although once a component of the original Lovaas methodology, aversive consequences are no longer used. Parental involvement is considered essential to long-term treatment success; parents are taught to continue behavioral modification training when the Child is at home, and may sometimes act as the primary therapist.

Accident means an unexpected, unforeseen, and unintended event that causes bodily harm or damage to the body.

Activities of Daily Living (ADL) means the following, with or without assistance: bathing, dressing, toileting, and associated personal hygiene; transferring (moving in or out of a bed, chair, wheelchair, tub, or shower); mobility; eating (getting nourishment into the body by any means other than intravenous); and continence (voluntarily maintaining control of bowel and/or bladder function, or, in the event of incontinence, maintaining a reasonable level of personal hygiene).

Acupuncture means a technique used to deliver anesthesia or analgesia, or to treat conditions of the body (when clinical efficacy has been established for treatment of such conditions) by passing long, thin needles through the skin.

Advanced Imaging means the action or process of producing an image of a part of the body by radiographic techniques using high-end radiology such as MRA, MRI, CT, or PET scans and nuclear medicine.

Adverse Benefit Determination means a denial, reduction, or termination of a benefit, or a failure to provide or make payment, in whole or in part, for a benefit. It also includes any such denial, reduction, termination, rescission of coverage (whether or not, in connection with the rescission, there is an adverse effect on any particular benefit at that time), or failure to provide or make payment that is based on a determination that the Covered Person is no longer eligible to participate in the Plan.

Alternate Facility means a health care facility that is not a Hospital and that provides one or more of the following services on an Outpatient basis, as permitted by law:

- Surgical services;
- Emergency services; or
- Rehabilitative, laboratory, diagnostic, or therapeutic services.

Ambulance Transportation means professional ground or air Ambulance Transportation in an Emergency situation, or when deemed Medically Necessary, which is:

- To the closest facility most able to provide the specialized treatment required; and
- The most appropriate mode of transportation consistent with the well-being of You or Your Dependent.

Refer to the Protection from Balance Billing section of this SPD for the No Surprises Act requirements specific to air ambulance.

Ancillary Services means services rendered in connection with care provided to treat a medical condition whether scheduled or unscheduled, including, but not limited to: surgery, anesthesia, diagnostic testing, and imaging or therapy services. This term also includes services of the attending Physician or primary surgeon in the event of a medical Emergency. With respect to the Protection from Balance Billing section, Ancillary Services means items and services provided by out-of-network Physicians at network facilities that are related to Emergency medicine, anesthesiology, pathology, radiology, neonatology, laboratory services, or diagnostic services; provided by assistant surgeons, hospitalists, and intensivists; or provided by an out-of-network Physician when a network Physician is not available.

Birthing Center means a legally operating institution or facility that is licensed and equipped to provide immediate prenatal care, delivery services and postpartum care to the pregnant individual under the direction and supervision of one or more Physicians specializing in obstetrics or gynecology or a certified nurse midwife. It must provide for 24-hour nursing care provided by registered nurses or certified nurse midwives.

Child (Children) means any of the following individuals with respect to an Employee: a natural biological Child; a natural child of the covered grandfathered Domestic Partner; a stepchild; a legally adopted Child or a Child legally Placed for Adoption; a Child under the Employee's or spouse’s Legal Guardianship; or a Child who is considered an alternate recipient under a Qualified Medical Child Support Order (even if the Child does not meet the definition of "Dependent").

Close Relative means a member of the immediate family. Immediate family includes the Employee, spouse, mother, father, grandmother, grandfather, stepparents, step-grandparents, siblings, stepsiblings, half-siblings, Children, stepchildren, grandchildren, grandfathered Domestic Partner, Children of the grandfathered Domestic Partner.

Co-pay means the amount a Covered Person must pay each time certain covered services are provided, as outlined on the Schedule of Benefits, if applicable.

COBRA means Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended from time to time, and applicable regulations. This law gives Covered Persons the right, under certain circumstances, to elect continuation coverage under the Plan when active coverage ends due to qualifying events.

Common-Law Marriage means a partnership whereby two adult individuals are considered married because they have lived together for a certain period of time, hold themselves to be married even without a license and a formal ceremony, and meet other applicable requirements of the state in which the Common-Law Marriage was established.

Cosmetic Treatment means medical or surgical procedures that are primarily used to improve, alter, or enhance appearance, whether or not for psychological or emotional reasons.

Covered Expenses means any expense, or portion thereof, that is Incurred as a result of receiving a covered benefit under this Plan. Details regarding Covered Expenses that are health care services subject to the federal No Surprises Act protections are provided in the Protection from Balance Billing section of this SPD.

Covered Person means an Employee, Retiree, or Dependent who is enrolled under this Plan.

Custodial Care means non-medical care given to a Covered Person, such as administering medication and assisting with personal hygiene or other Activities of Daily Living, rather than providing therapeutic treatment and services. Custodial Care services can be safely and adequately provided by persons who do not have the technical skills of a covered health care provider. Custodial Care also includes care when active medical treatment cannot be reasonably expected to reduce a disability or improve the condition of a Covered Person.

Deductible means an amount of money paid once per Plan Year by the Covered Person (up to a family limit, if applicable) before any Covered Expenses are paid by the Plan. The Schedule of Benefits shows the amount of the applicable Deductible (if any) and the health care benefits to which it applies.

Dependent – see the Eligibility and Enrollment section of this SPD.

Developmental Delays means conditions that are characterized by impairment in various areas of development, such as social interaction skills, adaptive behavior, and communication skills. Developmental Delay may not necessarily have a history of birth trauma or other Illness that could be causing the impairment, such as a hearing problem, mental Illness, or other neurological symptoms or Illness.

Domestic Partner / Domestic Partnership means an unmarried person of the same sex with whom the covered Employee shares a committed relationship, who is jointly responsible for the other's welfare and financial obligations, who is at least 18 years of age, who is not related by blood, who maintains the same residence, and who is not married to or legally separated from anyone else.

In order for Your Domestic Partner to qualify as a Dependent, You and Your partner must complete a certification declaring that You and Your partner:

- Are in a relationship of mutual support, care, and commitment, and are responsible for each other's welfare;
- Have maintained this relationship for the past six months and intend to do so indefinitely;
- Have shared a primary residence for the past six months and intend to do so indefinitely;
- Are not married to anyone else and do not have other Domestic Partners;
- Are financially interdependent.

Durable Medical Equipment means equipment that meets all of the following criteria:

- It can withstand repeated use.
- It is primarily used to serve a medical purpose with respect to an Illness or Injury.
- It is generally not useful to a person in the absence of an Illness or Injury.
- It is appropriate for use in the Covered Person's home.

A cochlear implant is not considered Durable Medical Equipment.

Effective Date means the first day of coverage under this Plan as defined in this SPD. The Covered Person's Effective Date may or may not be the same as his or her Enrollment Date, as Enrollment Date is defined by the Plan.

Emergency means a serious medical condition, with acute symptoms that require immediate care and treatment in order to avoid jeopardy to the life and health of the person.

Employee – see the Eligibility and Enrollment section of this SPD.

Enrollment Date means:

- For anyone who applies for coverage when first eligible, the date that coverage begins. **(Applies to Elected Officials)**
- For anyone who applies for coverage when first eligible, the first day of the Waiting Period. **(Applies to All Other Employees)**
- For anyone who enrolls under the Special Enrollment Provision, or for Late Enrollees, the first day coverage begins.

Experimental, Investigational, or Unproven means any drug, service, supply, care, or treatment that, at the time provided or sought to be provided, is not recognized as conforming to accepted medical practice or to be a safe, effective standard of medical practice for a particular condition. This includes, but is not limited to:

- Items within the research, Investigational, or Experimental stage of development or performed within or restricted to use in Phase I, II, or III clinical trials (unless identified as a covered service elsewhere);
- Items that do not have strong, research-based evidence to permit conclusions and/or clearly define long-term effects and impact on health outcomes (i.e., that have not yet been shown to be consistently effective for the diagnosis or treatment of the specific condition for which it is sought). Strong, research-based evidence is identified as peer-reviewed published data derived from multiple, large, human, randomized, controlled clinical trials OR at least one or more large, controlled, national, multi-center, population-based studies;
- Items based on anecdotal and Unproven evidence (literature consisting only of case studies or uncontrolled trials), i.e., items that lack scientific validity, but may be common practice within select practitioner groups even though safety and efficacy is not clearly established;
- Items that have been identified through research-based evidence to not be effective for a medical condition and/or to not have a beneficial effect on health outcomes.

Note: FDA and/or Medicare approval does not guarantee that a drug, supply, care, or treatment is accepted medical practice; however, lack of such approval will be a consideration in determining whether a drug, service, supply, care or treatment is considered Experimental, Investigational, or Unproven. In assessing cancer care claims, sources such as the National Comprehensive Cancer Network (NCCN) Compendium, Clinical Practice Guidelines in Oncology™ or National Cancer Institute (NCI) standard of care compendium guidelines, or similar material from other or successor organizations will be considered along with benefits provided under the Plan and any benefits required by law. Furthermore, off-label drug or device use (sought for outside FDA-approved indications) is subject to medical review for appropriateness based on prevailing peer-reviewed medical literature, published opinions and evaluations by national medical associations, consensus panels, technology evaluation bodies, and/or independent review organizations to evaluate the scientific quality of supporting evidence.

Extended Care Facility means a facility including, but not limited to, a skilled nursing, rehabilitation, convalescent, or subacute facility. It is an institution or a designated part of an institution that is operating pursuant to the law for such an institution and is under the full-time supervision of a Physician or registered nurse. In addition, the Plan requires that the facility: provide 24-hour-per-day service to include skilled nursing care and Medically Necessary therapies for the recovery of health or physical strength; not be a place primarily for Custodial Care; require compensation from its patients; admit patients only upon Physician orders; have an agreement to have a Physician's services available when needed; maintain adequate medical records for all patients; and have a written transfer agreement with at least one Hospital, be licensed by the state in which it operates, and provide the services to which the licensure applies.

FMLA means the Family and Medical Leave Act of 1993, as amended.

Gender Dysphoria means a disorder characterized by the specific diagnostic criteria classified in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association.

HIPAA means the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, and applicable regulations. This law gives special enrollment rights, prohibits discrimination, and protects privacy of protected health information, among other things.

Home Health Care means a formal program of care and intermittent treatment that is: performed in the home; prescribed by a Physician; intermittent care and treatment for the recovery of health or physical strength under an established plan of care; prescribed in place of a Hospital or an Extended Care Facility stay or results in a shorter Hospital or Extended Care Facility stay; organized, administered, and supervised by a Hospital or Qualified licensed providers under the medical direction of a Physician; and appropriate when it is not reasonable to expect the Covered Person to obtain medically indicated services or supplies outside the home.

For purposes of Home Health Care, nurse services means intermittent home nursing care by professional registered nurses or by licensed practical nurses. Intermittent means occasional or segmented care, i.e., care that is not provided on a continuous, non-interrupted basis.

Home Health Care Plan means a formal, written plan made by the Covered Person's attending Physician that is evaluated on a regular basis. It must state the diagnosis, certify that the Home Health Care is in place of Hospital confinement, and specify the type and extent of Home Health Care required for the treatment of the Covered Person.

Hospice Care means a health care program providing a coordinated set of services rendered at home, in Outpatient settings, or in Inpatient settings for a Covered Person suffering from a condition that has a terminal prognosis. Non-curative supportive care is provided through an interdisciplinary group of personnel. A hospice must meet the standards of the National Hospice Organization and applicable state licensing.

Hospice Care Provider means an agency or organization that has Hospice Care available 24 hours per day, 7 days per week; is certified by Medicare as a Hospice Care Agency; and, if required, is licensed as such by the jurisdiction in which it is located. The provider may offer skilled nursing services, medical social worker services, psychological and dietary counseling, Physician services, physical or occupational therapy, home health aide services, pharmacy services, and Durable Medical Equipment.

Hospital means a facility that:

- Is a licensed institution authorized to operate as a Hospital by the state in which it is operating; and
- Provides diagnostic and therapeutic facilities for the surgical or medical diagnosis, treatment, and care of injured and sick persons at the patient's expense; and
- Has a staff of licensed Physicians available at all times; and
- Is accredited by a recognized credentialing entity approved by CMS and/or a state or federal agency or, if outside the United States, is licensed or approved by the foreign government or an accreditation or licensing body working in that foreign country; and
- Continuously provides on-premises, 24-hour nursing service by or under the supervision of a registered nurse; and
- Is not a place primarily for maintenance or Custodial Care.

For purposes of this Plan, the term "Hospital" also includes Surgical Centers and Birthing Centers licensed by the states in which they operate.

Illness means a bodily disorder, disease, physical or mental sickness, functional nervous disorder, pregnancy, or complication of pregnancy. The term "Illness," when used in connection with a newborn Child, includes, but is not limited to, congenital defects and birth abnormalities, including premature birth.

Incurred means the date on which a service or treatment is given, a supply is received, or a facility is used, without regard to when the service, treatment, supply, or facility is billed, charged, or paid.

Independent Contractor means someone who signs an agreement with the employer as an Independent Contractor, or an entity or individual who performs services to or on behalf of the employer who is not an Employee or an officer of the employer, and who retains control over how work is completed. The employer who hires the Independent Contractor controls only the outcome of the work and not the performance of the hired service. Determination as to whether an individual or entity is an Independent Contractor will be made consistent with Section 530 of the Internal Revenue Code.

Infertility Treatment means services, tests, supplies, devices, or drugs that are intended to promote fertility, achieve a condition of pregnancy, or treat an Illness causing an infertility condition when such treatment is performed in an attempt to bring about a pregnancy.

For purposes of this definition, Infertility Treatment includes, but is not limited to fertility tests and drugs; tests and exams performed to prepare for induced conception; surgical reversal of a sterilized state that was a result of a previous surgery; sperm-enhancement procedures; direct attempts to cause pregnancy by any means, including, but not limited to: hormone therapy or drugs; artificial insemination; in vitro fertilization; gamete intrafallopian transfer (GIFT), or zygote intrafallopian transfer (ZIFT); embryo transfer; and freezing or storage of embryo, eggs, or semen.

Injury means a physical harm or disability to the body that is the result of a specific incident caused by external means. The physical harm or disability must have occurred at an identifiable time and place. The term "Injury" does not include Illness or infection of a cut or wound.

Inpatient means a registered bed patient using and being charged for room and board at a Hospital. A person is not Inpatient on any day on which he or she is on leave or otherwise gone from the Hospital, whether or not a room and board charge is made. Observation in a Hospital room will be considered Inpatient treatment if the duration of the observation status exceeds 72 hours.

Late Enrollee means a person who enrolls under this Plan other than on:

- The earliest date on which coverage can become effective under the terms of this Plan; or
- A special Enrollment Date for the person as defined by HIPAA.

Learning Disability means a group of disorders that results in significant difficulties in one or more of seven areas, including: basic reading skills, reading comprehension, oral expression, listening comprehension, written expression, mathematical calculation, and mathematical reasoning. Specific Learning Disabilities are diagnosed when the individual's achievement on standardized tests in a given area is substantially below that expected for age, schooling, and level of intelligence.

Legal Guardianship / Legal Guardian means an individual recognized by a court of law as having the duty of taking care of a person and managing the individual's property and rights.

Life-Threatening Disease or Condition means a condition likely to cause death within one year of the request for treatment.

Manipulation means the act, process, or instance of manipulating a body part by manual examination and treatment, such as in the reduction of faulty structural relationships by manual means and/or the reduction of fractures or dislocations or the breaking down of adhesions.

Maximum Benefit means the maximum amount or the maximum number of days or treatments that are considered a Covered Expense by the Plan.

Medical Specialty Medications (including gene therapy and CAR-T therapy) means Prescription drugs used to treat complex, chronic, or rare medical conditions (e.g., cancer, rheumatoid arthritis, hemophilia, HIV, multiple sclerosis, inflammatory bowel disease, psoriasis, and hepatitis). Drugs in this category are typically administered by injection or infusion. Medical Specialty Medications often require special handling (e.g., refrigeration) and ongoing clinical monitoring.

Medically Necessary / Medical Necessity means health care services provided for the purpose of preventing, evaluating, diagnosing, or treating an Illness, Injury, mental illness, substance use disorder, condition, or disease or its symptoms, that generally meet the following criteria as determined by us or our designee, within our sole discretion:

- In accordance with *Generally Accepted Standards of Medical Practice*; and
- Clinically appropriate, in terms of type, frequency, extent, site, and duration, and considered effective for Your Illness, Injury, mental illness, substance use disorder, or disease or its symptoms; and
- Not mainly for Your convenience or that of Your doctor or other health care provider; and
- Is the most appropriate care, supply, or drug that can be safely provided to the member and is at least as likely as an alternative service or sequence of services to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's Illness, Injury, disease, or symptoms; and

The fact that a Physician has performed, prescribed, recommended, ordered, or approved a service, treatment plan, supply, medicine, equipment, or facility, or that it is the only available procedure or treatment for a condition, does not, in itself, make the utilization of the service, treatment plan, supply, medicine, equipment, or facility Medically Necessary.

Generally Accepted Standards of Medical Practice are standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, relying primarily on controlled clinical trials, or, if not available, observational studies from more than one institution that suggest a causal relationship between the service or treatment and health outcomes.

If no credible scientific evidence is available, then standards that are based on Physician specialty society recommendations or professional standards of care may be considered. We reserve the right to consult expert opinion in determining whether health care services are Medically Necessary. The decision to apply Physician specialty society recommendations, the choice of expert, and the determination of when to use any such expert opinion will be within our sole discretion.

UnitedHealthcare Clinical Services develops and maintains clinical policies that describe the Generally Accepted Standards of Medical Practice scientific evidence, prevailing medical standards, and clinical guidelines supporting our determinations regarding specific services. These clinical policies (as developed by UnitedHealthcare Clinical Services and revised from time to time), are available to Covered Persons by calling UMR at the telephone number on the Plan ID card, and to Physicians and other health care professionals on UnitedHealthcareOnline.com.

Medicare means the program of medical care benefits provided under Title XVIII of the Social Security Act, as amended.

Mental Health Disorder means a syndrome that is present in an individual and that involves clinically significant disturbance in behavior, emotion regulation, or cognitive functioning. These disturbances are thought to reflect a dysfunction in biological, psychological, or developmental processes that are necessary for mental functioning.

Morbid Obesity means a condition in which an individual 18 years of age or older has a Body mass Index of 40 or more, or 35 or more if experiencing health conditions directly related to his or her weight, such as high blood pressure, diabetes, sleep apnea, etc.

Multiple Surgical Procedures means that more than one surgical procedure is performed during the same period of anesthesia.

Negotiated Rate means the amount that providers have contracted to accept as payment in full for Covered Expenses of the Plan.

Orthognathic Condition means a skeletal mismatch of the jaw (such as when one jaw is too large or too small, or too far forward or too far back). An Orthognathic Condition may cause overbite, underbite, or open bite. Orthognathic surgery may be performed to correct skeletal mismatches of the jaw.

Orthotic Appliance means a brace, splint, cast, or other appliance that is used to support or restrain a weak or deformed part of the body, that is designed for repeated use, that is intended to treat or stabilize a Covered Person's Illness or Injury or improve function, and that is generally not useful to a person in the absence of an Illness or Injury.

Outpatient means medical care, treatment, services, or supplies in a facility in which a patient is not registered as a bed patient and for whom room and board charges are not Incurred.

Palliative Foot Care means the cutting or removal of corns or calluses unless at least part of the nail root is removed or unless needed to treat a metabolic or peripheral vascular disease; the trimming of nails; other hygienic and preventive maintenance care or debridement, such as cleaning and soaking of the feet and the use of skin creams to maintain the skin tone of both ambulatory and non-ambulatory Covered Persons; and any services performed in the absence of localized Illness, Injury, or symptoms involving the foot.

Pediatric Services means services provided to individuals under the age of 19.

Physician means any of the following licensed practitioners, acting within the scope of his or her license in the state in which he or she practices, who performs services payable under this Plan: a doctor of medicine (MD), doctor of medical dentistry, including an oral surgeon (DMD), doctor of osteopathy (DO); doctor of podiatric medicine (DPM); doctor of dental surgery (DDS); doctor of chiropractic (DC); doctor of optometry (OPT). Subject to the limitations below, the term "Physician" also includes the following practitioner types: physician assistant (PA), nurse practitioner (NP), certified nurse midwife (CNM), or certified registered nurse anesthetist (CRNA), when, and only when, the practitioner is duly licensed, registered, and/or certified by the state in which he or she practices, the services being provided are within his or her scope of practice, and the services are payable under this Plan.

Placed for Adoption / Placement for Adoption means the assumption and retention of a legal obligation for total or partial support of a Child in anticipation of adoption of such Child. The Child's placement with the person terminates upon the termination of such legal obligation.

Plan means the CLARK COUNTY, NEVADA Group Health Benefit Plan.

Plan Participation means that the Covered Person and the Plan each pay a percentage of the Covered Expenses as listed on the Schedule of Benefits, after the Covered Person pays the Deductible(s).

Plan Sponsor means an employer who sponsors a group health plan.

Prescription means any order authorized by a medical professional for a Prescription or non-prescription drug that could be a medication or supply for the person for whom it is prescribed. The Prescription must be compliant with applicable laws and regulations and identify the name of the medical professional and the name of the person for whom it is prescribed. It must also identify the name, strength, quantity, and directions for use of the medication or supply prescribed.

Preventive / Routine Care means a prescribed standard procedure that is ordered by a Physician to evaluate or assess the Covered Person's health and well-being, screen for possible detection of unrevealed Illness or Injury, improve the Covered Person's health, or extend the Covered Person's life expectancy. Generally, a procedure is routine if there is no personal history of the Illness or Injury for which the Covered Person is being screened, except as required by applicable law. Benefits included as Preventive / Routine Care are listed in the Schedule of Benefits and will be paid subject to any listed limits or maximums. Whether an immunization is considered Preventive / Routine is based upon the recommendation of the Centers for Disease Control and Prevention. Preventive / Routine Care does not include benefits specifically excluded by this Plan, or treatment after the diagnosis of an Illness or Injury, except as required by applicable law.

Primary Care Physician means a Physician engaged in family practice, general practice, non-specialized internal medicine (i.e., one who works out of a family practice clinic), pediatrics, obstetrics/gynecology, or the treatment of mental health/substance use disorders, or a Physician assistant / nurse practitioner regardless of specialty or practice type. Generally, these Physicians provide a broad range of services. For instance, family practitioners treat a wide variety of conditions for all family members; general practitioners provide routine medical care; internists treat routine and complex conditions in adults; and pediatric practitioners treat Children.

Private Duty Nursing (PDN) means continuous and skilled care by a registered nurse (RN) or licensed practical nurse (LPN) under the direction of a qualified practitioner for a medical condition that requires more than four continuous hours of skilled care that can be provided safely outside of an institution. It does not include care provided while confined at a Hospital, Extended Care Facility, or other Inpatient facility; care to help with Activities of Daily Living, including, but not limited to, dressing, feeding, bathing, or transferring from a bed to a chair; or Custodial Care.

Prudent Layperson means a person with average knowledge of health and medicine who is not formally educated or specialized in the field of medicine.

QMCSO means a Qualified Medical Child Support Order in accordance with applicable law.

Qualified means licensed, registered, and/or certified in accordance with applicable state law, and the particular service or treatment being provided is within the scope of the license, registration, and/or certification.

Qualified Provider means a provider duly licensed, registered, and/or certified by the state in which he or she is practicing, whose scope of practice includes the particular service or treatment being provided that is payable under this Plan.

Recognized Amount means, in the Plan's determination of the allowed amount payable for covered services subject to Protection from Balance Bills, the amount on which Co-pays, Plan Participation, and applicable Deductibles are based for the below covered health services when provided by non-network providers:

- Non-network Emergency health services.
- Non-Emergency covered health services received at certain network facilities by non-network Physicians, when such services are either Ancillary Services or non-Ancillary Services that have not satisfied the notice and consent criteria of section 2799B-2(d) of the Public Service Act. For the purpose of this provision, the term "certain network facility" is limited to a Hospital (as defined in section 1861(e) of the Social Security Act), a Hospital Outpatient department, a critical access Hospital (as defined in section 1861(mm)(1) of the Social Security Act), an ambulatory surgical center (as described in section 1833(i)(1)(A) of the Social Security Act), and any other facility specified by the Secretary of Health and Human Services.

The amount is based on either:

- an All Payer Model Agreement if adopted,
- state law, or
- the lesser of the qualifying payment amount as determined under applicable law or the amount billed by the provider or facility.

The Recognized Amount for air ambulance services provided by a non-network provider will be calculated based on the lesser of the qualifying payment amount as determined under applicable law or the amount billed by the air ambulance service provider.

Note: Covered health services that use the Recognized Amount to determine Your cost-sharing may be higher or lower than if cost-sharing for these covered health services was determined based upon a Covered Expense.

Reconstructive Surgery means surgical procedures performed on abnormal structures of the body caused by congenital Illness or anomaly, Accident, or Illness. The fact that physical appearance may change or improve as a result of Reconstructive Surgery does not classify surgery as Cosmetic Treatment when a physical impairment exists and the surgery restores or improves function.

Retired Employee / Retiree means a person who was employed full-time by the employer who is no longer regularly at work and who is now retired under the employer's formal retirement program.

Specialist means a Physician, or other Qualified Provider, if applicable, who treats specific medical conditions. For instance, a neurologist treats nervous disorders, a gastroenterologist treats digestive problems, and an oncologist treats cancer patients. Physicians who are not considered Specialists include, but are not limited to, those specified in the definition of Primary Care Physician above.

Surgical Center means a licensed facility that is under the direction of an organized medical staff of Physicians; has facilities that are equipped and operated primarily for the purpose of performing surgical procedures; has continuous Physician services and registered professional nursing services available whenever a patient is in the facility; generally does not provide Inpatient services or other accommodations; and offers the following services whenever a patient is in the center:

- It provides drug services as needed for medical operations and procedures performed;
- It provides for the physical and emotional well-being of the patients;
- It provides Emergency services;
- It has organized administration structure and maintains statistical and medical records.

Telehealth means the practice of health care delivery, diagnosis, consultation, treatment, and transfer of medical data and education using interactive audio, video, or data communications and that is billed by a Physician.

Telemedicine means the clinical services provided to patients through electronic communications utilizing a vendor.

Temporomandibular Joint Disorder (TMJ) means a disorder of the jaw joint(s) and/or associated parts resulting in pain or inability of the jaw to function properly.

Terminal Illness or Terminally Ill means a life expectancy of about six months.

Third-Party Administrator (TPA) means a service provider hired by the Plan to process claims and perform other administrative services. The TPA does not assume liability for payment of benefits under this Plan.

Totally Disabled means, as determined by the Plan in its sole discretion:

- That an Employee is prevented from engaging in any job or occupation for wage or profit for which the Employee is qualified by education, training, or experience; or
- That a covered Dependent has been diagnosed with a physical, psychiatric, or developmental disorder, or some combination thereof, and as a result cannot engage in Activities of Daily Living and/or substantial gainful activities that a person of like age and sex in good health can perform, preventing an individual from attaining self-sufficiency.

Urgent Care means the delivery of ambulatory care in a facility dedicated to the delivery of care outside of a Hospital Emergency department, usually on an unscheduled, walk-in basis. Urgent Care centers are primarily used to treat patients who have Injuries or Illnesses that require immediate care but are not serious enough to warrant a visit to an Emergency room. Often Urgent Care centers are not open on a continuous basis, unlike a Hospital Emergency room that would be open at all times.

Usual and Customary means the amount the Plan determines to be the reasonable charge for comparable services, treatment, or materials in a Geographical Area. In determining whether charges are Usual and Customary, due consideration will be given to the nature and severity of the condition being treated and any medical complications or unusual or extenuating circumstances. **Geographical Area** means a zip code area, or a greater area if the Plan determines it is needed to find an appropriate cross-section of accurate data.

Waiting Period means the period of time that must pass before coverage becomes effective for an Employee or Dependent who is otherwise eligible to enroll under the terms of this Plan. Refer to the Eligibility and Enrollment section of this Plan to determine if a Waiting Period applies.

Walk-In Retail Health Clinics means health clinics located in retail stores, supermarkets, or pharmacies that provide a limited scope of preventive and/or clinical services to treat routine family Illnesses. Such a clinic must be operating under applicable state and local regulations and overseen by a Physician where required by law.

You / Your means the Employee.

DENTAL

Table of Contents

CLARK COUNTY, NEVADA

GROUP DENTAL BENEFIT PLAN

SUMMARY PLAN DESCRIPTION

INTRODUCTION

The purpose of this document is to provide You and Your covered Dependents, if any, with summary information in English on benefits available under this Plan, as well as with information on a Covered Person's rights and obligations under the CLARK COUNTY, NEVADA Group Dental Benefit Plan (the "Plan"). You are a valued Employee of CLARK COUNTY, NEVADA, and Your employer is pleased to sponsor this Plan to provide benefits that can help meet Your dental care needs. Please read this document carefully and contact Your Health Benefits or Personnel office if You have questions or if You have difficulty translating this document.

CLARK COUNTY, NEVADA is named the Plan Administrator for this Plan. The Plan Administrator has retained the services of an independent Third-Party Administrator, UMR, Inc. (hereinafter “UMR”) to process claims and handle other duties for this self-funded Plan. UMR, as the Third-Party Administrator, does not assume liability for benefits payable under this Plan, since it is solely a claims-paying agent for the Plan Administrator.

The employer assumes the sole responsibility for funding the Plan benefits out of general assets; however, Employees help cover some of the costs of covered benefits through contributions, Deductibles, and Plan Participation amounts as described in the Schedule of Benefits. All claim payments and reimbursements are paid out of the general assets of the employer and there is no separate fund that is used to pay promised benefits.

Some of the terms used in this document begin with capital letters, even though it normally would not be capitalized. These terms have special meaning under the Plan. Most capitalized terms will be listed in the Glossary of Terms, but some terms are defined within the provisions in which they are used. Becoming familiar with the terms defined in the Glossary of Terms will help You to better understand the provisions of this Plan.

Each Individual covered under this Plan will be receiving an identification card that he or she may present to providers whenever he or she receives services. On the back of this card are phone numbers to call in case of questions or problems.

This document contains information on the benefits and limitations of the Plan and will serve as both the Summary Plan Description (SPD) and Plan Document. Therefore it will be referred to as both the SPD and the Plan Document.

This document became effective on January 1, ~~2022~~2024.

PLAN INFORMATION

Plan Name	CLARK COUNTY, NEVADA GROUP DENTAL BENEFIT PLAN
Name And Address Of Employer	CLARK COUNTY, NEVADA 500 S GRAND CENTRAL PKWY LAS VEGAS NV 89155
Name, Address, And Phone Number Of Plan Administrator	CLARK COUNTY, NEVADA 500 S GRAND CENTRAL PKWY LAS VEGAS NV 89155 702-455-4544
Named Fiduciary	CLARK COUNTY, NEVADA
Claims Appeal Fiduciary For Dental Claims	UMR
Employer Identification Number Assigned By The IRS	88-6000028
Type Of Benefit Plan Provided	Self-funded Health and Welfare Plan providing group dental benefits.
Type Of Administration	The administration of the Plan is under the supervision of the Plan Administrator. The Plan is not financed by an insurance company and benefits are not guaranteed by a contract of insurance. UMR provides administrative services such as claim payments for dental claims.
Name And Address Of Agent For Service Of Legal Process	KIMBERLY BUCHANAN CLARK COUNTY, NEVADA 500 S GRAND CENTRAL PKWY / DISTRICT ATTORNEY LAS VEGAS NV 89155
Benefit Plan Year	Benefits begin on January 1 and end on the following December 31. For new Employees and Dependents, a Benefit Plan Year begins on the individual's Effective Date and runs through December 31 of the same Benefit Plan Year.
Benefit Plan Year	Benefits begin on January 1 and end on the following December 31. For new Employees and Dependents, a Benefit Plan Year begins on the individual’s Effective Date and runs through December 31 of the same Benefit Plan Year.
Compliance	It is intended that this Plan comply with all applicable laws. In the event of any conflict between this Plan and the applicable law, the provisions of the applicable law will be deemed controlling, and any conflicting part of this Plan will be deemed superseded to the extent of the conflict.

Discretionary Authority

The Plan Administrator will perform its duties as the Plan Administrator, and in its sole discretion, will determine appropriate courses of action in light of the reason and purpose for which this Plan is established and maintained. In particular, the Plan Administrator will have full and sole discretionary authority to interpret all Plan documents, including this SPD, and make all interpretive and factual determinations as to whether any individual is entitled to receive any benefit under the terms of this Plan. Any construction of the terms of any Plan document and any determination of fact adopted by the Plan Administrator will be final and legally binding on all parties, except that the Plan Administrator has delegated certain responsibilities to the Third-Party Administrators for this Plan. Any interpretation, determination, or other action of the Plan Administrator or the Third-Party Administrators will be subject to review only if a court of proper jurisdiction determines its action is arbitrary or capricious or otherwise a clear abuse of discretion. Any review of a final decision or action of the Plan Administrator or the Third-Party Administrators will be based only on such evidence presented to or considered by the Plan Administrator or the Third-Party Administrators at the time they 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 or the Third-Party Administrators make, in their sole discretion, and further, means that the Covered Person consents to the limited standard and scope of review afforded under law.

SCHEDULE OF BENEFITS

Benefit Plan 002

Benefits for You and Your Dependents are listed below.

This coverage provides for the use of a Preferred Provider Organization (PPO). Certain benefits are paid at different levels if the service is not provided by a Participating Provider.

SUMMARY OF BENEFITS	PPO PROVIDER (In-Network)	NON-PPO PROVIDER (Out-of-Network)
Co-Pay Per Tooth Or Unit:		No Benefit
• Crowns, Inlays, And Fixed Prosthodontics	$25	
Maximums:	**Individual**	No Benefit
• Calendar Year Benefit Maximum, Including Preventive Services And Diagnostic Services, Basic Services, Major Services, And Orthodontic Services, Dependent Children Only	$2,000	
Participation Percentage	**The Plan Pays**	
• **Preventive Services And Diagnostic Services:**	100%	No Benefit
Routine Cleanings And Fluoride Treatments. Oral Exams And Bitewing And Full-Mouth X-Rays. Refer To Covered Expenses For Any Limitations.		
• **Basic Services:**		No Benefit
Fillings, Endodontics, Periodontics (Scaling And Root Planing Only), Oral Surgery And Crowns. Refer To Covered Expenses For Any Limitations.	100%	
Periodontics (Except Scaling And Root Planing). Refer To Covered Expenses For Any Limitations.	80%	
• **Major Services:**	100%	No Benefit
Inlays, Onlays And Bridges, Dentures. Refer To Covered Expenses For Any Limitations.		
• **Orthodontic Services:**	80%	No Benefit
Orthodontic Diagnosis, Treatment, And Appliances. Refer To Covered Expenses For Any Limitations.		
Limitations And Exclusions:		
Refer To General Exclusions.	Not Payable	Not Payable

OUT-OF-POCKET EXPENSES AND MAXIMUMS

PLAN PARTICIPATION

Plan Participation means that, after the Covered Person satisfies the Deductible, the Covered Person and the Plan each pay a percentage of the Covered Expenses. The Plan Participation rate is shown on the Schedule of Benefits. The Covered Person will be responsible for paying any remaining charges due to the provider after the Plan has paid its portion of the Covered Expense, subject to the Plan's maximum fee schedule, Negotiated Rate, or Usual and Customary amounts, as applicable.

ADDITIONAL OUT-OF-POCKET EXPENSES

In addition to the Deductible, if applicable, and Plan Participation percentage, the Covered Person is also responsible for the following costs:

- Co-pays.
- Any remaining charges due to the provider after the Plan's benefits are determined.
- Full charges for services that are not covered benefits under this Plan.
- Penalties, legal fees, and interest charged by a provider.
- The difference between the provider's contracted fee for the service that was actually provided and the fee for the alternate benefit that the Plan approved.

  For example, if the provider placed a resin (white) filling in Your tooth, but an amalgam (silver) filling would have been sufficient to restore the tooth, You will need to pay the difference between the cost of the resin filling and the cost of the amalgam filling.

INDIVIDUAL CALENDAR YEAR MAXIMUM BENEFIT

All Covered Expenses will count toward the Covered Person's individual dental Calendar Year Maximum Benefit that is shown on the Schedule of Benefits, as applicable.

NO FORGIVENESS OF OUT-OF-POCKET EXPENSES

The Covered Person is required to pay the out-of-pocket expenses (including Deductibles or required Plan Participation) under the terms of this Plan. The requirement that You and Your Dependent(s) pay the applicable out-of-pocket expenses may not be waived by a provider under any "fee forgiveness," "not out-of-pocket," or similar arrangement. If a provider waives the required out-of-pocket expenses, the Covered Person's claim may be denied and the Covered Person will be responsible for payment of the entire claim. The claim(s) may be reconsidered if the Covered Person provides satisfactory proof that he or she paid the out-of-pocket expenses under the terms of this Plan.

ELIGIBILITY AND ENROLLMENT

ELIGIBILITY AND ENROLLMENT PROCEDURES

You are responsible for enrolling in the manner and form prescribed by Your employer. The Plan's eligibility and enrollment procedures include administrative safeguards and processes designed to ensure and verify that eligibility and enrollment determinations are made in accordance with the Plan. From time to time, the Plan may request documentation from You or Your Dependents in order to make determinations for continuing eligibility. The coverage choices that will be offered to You will be the same choices offered to other, similarly situated Employees.

WAITING PERIOD (Applies to All Other Employees)

If eligible, You must complete a Waiting Period before coverage becomes effective for You and Your Dependents. A Waiting Period is a period of time that must pass before an Employee or Dependent becomes eligible for coverage under the terms of this Plan.

You are eligible for coverage on the date listed below under the Effective Date section, upon completion of 15 calendar days of continuous employment (not to exceed 45 days) in a benefit eligible position.

The start of Your Waiting Period is the first full day of employment for the job that made You eligible for coverage under this Plan.

ELIGIBILITY REQUIREMENTS

An **eligible Employee** is a person who is classified by the employer on both payroll and personnel records as an Employee who regularly works full-time 30 or more hours per week, and participants meeting the below criteria are also benefit eligible:

- Elected Officials: Individuals who are elected to county office shall be considered Employees for purposes of this Plan during the term of their elected position.
- 20-hour benefited positions at UMC (University Medical Center).

But for purposes of this Plan, it does not include the following classifications of workers except as determined by the employer in its sole discretion:

- Leased Employees.
- Independent Contractors as defined in this Plan.
- Consultants who are paid on other than a regular wage or salary basis by the employer.
- Members of the employer's Board of Directors, owners, partners, unless engaged in the conduct of the business on a full-time, regular basis.

For purposes of this Plan, eligibility requirements are used only to determine a person's initial eligibility for coverage under this Plan. An Employee may retain eligibility for coverage under this Plan if the Employee is temporarily absent on an approved leave of absence, which may be combined with the employer's short-term disability policy, with the expectation of returning to work following the approved leave as determined by the employer's leave policy, provided that contributions continue to be paid on a timely basis. Employees who meet eligibility requirements during a measurement period as required by the Affordable Care Act (ACA) regulations will have been deemed to have met the eligibility requirements for the resulting stability period as required by the ACA regulations. The employer's classification of an individual is conclusive and binding for purposes of determining eligibility under this Plan. No reclassification of a person's status, for any reason, by a Third-Party, whether by a court, governmental agency, or otherwise, without regard to whether or not the employer agrees to such reclassification, will change a person's eligibility for benefits.

An eligible Employee who is covered under this Plan and who retires under the employer's formal retirement plan will be eligible to continue participating in the Plan upon retirement, provided the individual continues to make the required contribution. See the Coordination of Benefits section for more information on how this Plan coordinates with Medicare coverage. Retirees may continue coverage under this Plan until death, non-payment of premium, or if they no longer meet the eligibility requirements, whichever occurs first. A surviving Spouse of a Retired Employee is eligible to remain on the plan until death or non-payment of premium provided such spouse was covered under the Plan at the time of the Retired Employee's death.

Employees who retire from participating Employers under the Plan, and the Retired Employee's dependents, are eligible to continue Plan coverage at the time of Retiree's retirement, on a contributory basis. To retain coverage upon retirement the Retiring Employee, or the Employee's spouse if the Employee is physically incapacitated, must enroll for continued Plan coverage within 31 days of retirement. Failure to enroll within 31 days of retirement will cause coverage to terminate.

Employees who retire from participating Employers under the Plan, and who did not elect to continue Plan coverage at the time of retirement, or the surviving spouse of such a Retired Employee who is deceased, may re-enroll in Plan coverage in January of any even numbered year as provided by Nevada Revised Statute 287.0205. Only a surviving spouse, who was a Plan Participant under the Plan at some point during the Retired Employee's lifetime, is eligible for enrollment under this provision.

Retiree Reinstatement

Retirees of a Plan Participant Employer are eligible to re-instate coverage with this Plan in January of an even numbered year, as provided by NRS 287.0205, so long as:

- The retiree was covered by the Plan on the last day of his or her active employment with the Participant Employer;
- The Participant Employer was the retiree's last public employer;
- The retiree has retired into a defined benefit retirement plan, sponsored by the Participant Employer, including but not limited to PERS; and
- The retiree complies with the requirements of NRS 287.0205 to seek reinstatement.

This provision shall be interpreted and applied in harmony with NRS 287.0205 and where NRS 287.0205 is in conflict with this provision, NRS 287.0205 will control, being interpreted to extend to the retirees of the Non-PERS participating Employers who are Participant Employers under this Plan.

Retiree / Dependent Reinstatement Enrollment:

The following enrollment process must be completed, and documentation received by Clark County Risk Management no later than January 31st, of an even numbered year.

- Completion of Health Benefit Enrollment form. If retiree requests reinstatement of previously covered dependents, a copy of the certified marriage certificate for the spouse and copy of the certified birth certificate for each child being reinstated will be required.
- Coverage will be effective March first of an even numbered year following completion and receipt of the Plan approved enrollment form, and any applicable dependent records. PERS will be notified regarding applicable premium deduction from the retiree's monthly retirement check. Non-PERS participating Employers shall collect retiree premiums on behalf of the Plan and deliver the premium payments to the Plan on behalf of the Non-PERS retirees.

Retirees may not participate as the subscriber in both the Public Employees Benefit Plan, and a Clark County & Affiliated Entity sponsored benefit program.

Note: Eligible Employees and Dependents who decline to enroll in this Plan must state so in writing. In order to preserve potential special enrollment rights, eligible individuals declining coverage must state in writing that enrollment is declined due to coverage under another group health plan or health insurance policy. Proof of such plan or policy may be required upon application for special enrollment. See the Special Enrollment Provision section of this Plan.

An **eligible Dependent** includes:

- Your legal spouse, provided he or she is not covered as an Employee under this Plan. An eligible Dependent does not include an individual from whom You have obtained a legal separation or divorce. Documentation on a Covered Person's marital status may be required by the Plan Administrator. An Employee's spouse who is not a United States Citizen is not eligible for coverage, unless the individual is a lawful resident actively seeking permanent residency in the United States.

- Your Domestic Partner, as long as he or she meets the definition of Domestic Partner as stated in the Glossary of Terms, and the person is not covered as an Employee under this Plan. When a person no longer meets the definition of Domestic Partner, that person no longer qualifies as Your Dependent. Anyone enrolled as a domestic partner on 12/31/2021 is considered grandfathered into the future (until noticed otherwise). NEW domestic partnerships post on 1/1/2022 will not be eligible for coverage.

- A Dependent Child until the Child reaches his or her 26th birthday. The term "**Child**" includes the following Dependents:

  - A natural biological Child;
  - A stepchild;
  - A legally adopted Child or a Child legally Placed for Adoption as granted by action of a federal, state, or local governmental agency responsible for adoption administration or a court of law if the Child has not attained age 26 as of the date of such placement;
  - A Child under Your (or Your spouse's) Legal Guardianship as ordered by a court. Birth to age 18 only. ~~Coverage is only available to guardianship children for whom the Subscriber covered as a Dependent on December 31, 2010~~ A Child of a Domestic Partner or a Child under Your Domestic Partner's Legal Guardianship. Employee must provide more than 50 percent of the child's support.;
  - A Child who is considered an alternate recipient under a Qualified Medical Child Support Order (QMCSO);
  - A natural child of the covered grandfathered Domestic Partner.

- A Dependent does not include the following:

  - A foster Child;
  - A Child of a Domestic Partner or a Child under Your Domestic Partner's Legal Guardianship;
  - A grandchild;
  - A Domestic Partner;
  - A Dependent Child if the Child is covered as a Dependent of another Employee at this company;
  - Any other relative or individual unless explicitly covered by this Plan.

Note: An Employee must be covered under this Plan in order for Dependents to qualify for and obtain coverage. The Plan Administrator, at the administrator's discretion, may require documentation such as certified marriage certificates, grandfathered domestic partner registrations, divorce decrees, social security identification, tax returns, certified birth certificates, adoption decrees, or copies of certified court orders.

Eligibility Criteria: To be an eligible Totally Disabled Dependent Child, a Totally Disabled Dependent Child age 26 or over must be dependent upon the Employee for more than 50 percent of his or her support and maintenance. This financial requirement does not apply to Children who are enrolled in

accordance with a Qualified Medical Child Support Order because of the Employee's divorce or separation decree.

NON-DUPLICATION OF COVERAGE: Any person who is covered as an eligible Employee will not also be considered an eligible Dependent under this Plan.

RIGHT TO CHECK A DEPENDENT'S ELIGIBILITY STATUS: The Plan reserves the right to check the eligibility status of a Dependent at any time throughout the year. You and Your Dependent have an obligation to notify the Plan should the Dependent's eligibility status change during the Plan Year. Please notify Your Health Benefits Department regarding status changes.

EXTENDED COVERAGE FOR DEPENDENT CHILDREN

A Dependent Child may be eligible for extended Dependent coverage under this Plan under the following circumstances:

- The Dependent Child was covered by this Plan on the day before the Child's 26th birthday; or
- The Dependent Child is a Dependent of an Employee newly eligible for the Plan; or
- The Dependent Child is eligible due to a special enrollment event or a Qualifying Status Change event, as outlined in the Section 125 Plan.

A Totally Disabled Dependent Child older than 26 who loses coverage under this Plan may not re-enroll in the Plan under any circumstances.

IMPORTANT: It is Your responsibility to notify the Plan Sponsor within 31 days if Your Dependent no longer meets the criteria listed in this section. If, at any time, the Dependent fails to meet the qualifications of a Totally Disabled Dependent, the Plan has the right to be reimbursed from the Dependent or Employee for any medical claims paid by the Plan during the period that the Dependent did not qualify for extended coverage. Please refer to the COBRA Continuation of Coverage section in this document.

Employees have the right to choose which eligible Dependents are covered under the Plan.

EFFECTIVE DATE OF EMPLOYEE'S COVERAGE

Your coverage will begin on the later of the following dates:

- If You apply within Your Waiting Period, Your coverage will become effective the first day of the month following the date You complete Your Waiting Period. If Your Waiting Period ends on the first day of the month, Your coverage will not begin until the first day of the following month; or **(Applies to All Other Employees)**

- If You are an Elected Official, You and Your eligible Dependents will be covered under this Plan effective on the date You take the oath of office, so long as You comply with the Plan's Enrollment Requirements within 31 days of the date the oath of office is taken; or **(Applies to Elected Officials)**

- If You are eligible to enroll under the Special Enrollment Provision, Your coverage will become effective on the date set forth under the Special Enrollment Provision if application is made within 60 calendar days of the event for marriage, birth or adoption and within 31 calendar days in the case of a loss of coverage.

EFFECTIVE DATE OF COVERAGE FOR YOUR DEPENDENTS

Your Dependent's coverage will be effective on the later of the following dates:

- The date Your coverage under the Plan begins if You enroll the Dependent at that time; or

- The date You acquire Your Dependent if application is made within 60 calendar days of acquiring the Dependent for marriage, birth or adoption and within 31 calendar days in the case of a loss of coverage; or

- The date set forth under the Special Enrollment Provision if Your Dependent is eligible to enroll under the Special Enrollment Provision and application is made within 60 calendar days following the event for marriage, birth or adoption and within 31 calendar days in the case of a loss of coverage; or

- The date specified in a Qualified Medical Child Support Order or the date the Plan Administrator determines that the order is a QMCSO.

Some Employers provide Employee and Dependent coverage on a non-contributory basis and do not require Employees to contribute a share of the cost of coverage. Other Employers share the cost of Employee and Dependent coverage under this Plan with the covered Employee. The level of any Employee contributions is set by the Plan Administrator, subject to the provisions of any applicable collective bargaining agreement. The Plan Administrator reserves the right to change the level of Employee contributions, also subject to the provisions of any applicable collective bargaining agreement.

ANNUAL OPEN ENROLLMENT PERIOD

During the annual open enrollment period, eligible Employees will be able to enroll themselves and their eligible Dependents for coverage under this Plan. Covered Employees and covered Retirees will be able to make changes in coverage for themselves and their eligible Dependents.

(Applies to All Other Employees) Coverage Waiting Periods are waived during the annual open enrollment period for covered Employees, covered Retirees and covered Dependents changing from one Plan to another Plan or changing coverage levels within the Plan.

If You and/or Your Dependent becomes covered under this Plan as a result of electing coverage during the annual open enrollment period, the following will apply:

- The employer will notify eligible Employees prior to the start of an annual open enrollment period; and

- This Plan does not apply to charges for services performed or treatment received prior to the Effective Date of the Covered Person’s coverage; and

- The Effective Date of coverage will be January 1 following the annual open enrollment period.

SPECIAL ENROLLMENT PROVISION

LOSS OF DENTAL COVERAGE

If You or Your Dependents lose other dental insurance or group dental coverage and are otherwise eligible under this Plan, and did not enroll when first eligible because You or Your Dependents had other dental coverage, then You or Your Dependents may enroll for dental coverage under this Plan if You meet the following conditions:

- You or Your Dependents were covered under a group dental plan or dental insurance policy at the time coverage under this Plan was first offered; and
- You or Your Dependents stated in writing that You declined coverage due to coverage under another group dental plan or dental insurance policy; and
- The coverage under the other group dental plan or dental insurance policy was:
  - Under a federal COBRA continuation provision and that coverage was exhausted; or
  - Under another type of coverage and that coverage terminated as a result of:
    - Loss of eligibility for the coverage due to legal separation, divorce, death, termination of employment, or reduction in the number of hours of employment; or
    - The current or former employer no longer contributing toward the coverage; and
  - Not terminated due to the person's failure to pay timely premiums or for cause, such as making a fraudulent claim or an intentional misrepresentation of material fact.

You or Your Dependent must apply for coverage under this Plan no later than 60 calendar days following the event for marriage, birth or adoption and within 31 calendar days in the case of a loss of coverage after the date the other coverage ended.

You and/or Your Dependents were covered under a Medicaid plan or state child health plan and coverage for You or Your Dependents was terminated due to loss of eligibility. You must request coverage under this Plan within 60 days after the date of termination of such coverage.

NEWLY ELIGIBLE FOR PREMIUM ASSISTANCE UNDER MEDICAID OR CHILDREN'S HEALTH INSURANCE PROGRAM

A current Employee and his or her Dependents may be eligible for a special enrollment period if the Employee and/or Dependents are determined eligible, under a state's Medicaid plan or state child health plan, for premium assistance with respect to coverage under this Plan. The Employee must request coverage under this Plan within 60 days after the date the Employee and/or Dependents are determined to be eligible for such assistance.

CHANGE IN FAMILY STATUS

Current Employees and their Dependents, COBRA Qualified Beneficiaries, and other eligible persons have special opportunities to enroll for coverage under this Plan if they experience changes in family status.

If a person becomes an eligible Dependent through marriage, attestation of a grandfathered Domestic Partnership, birth, adoption, or Placement for Adoption, the Employee, spouse, and newly acquired Dependent(s) who are not already enrolled may enroll for health coverage under this Plan during a special enrollment period. The Employee must request and apply for coverage within 60 calendar days of the marriage, attestation of a grandfathered Domestic Partnership, birth, adoption, or Placement for Adoption, and within 31 calendar days in the case of a loss of coverage.

EFFECTIVE DATE OF COVERAGE UNDER SPECIAL ENROLLMENT PROVISION

If an eligible person properly applies for coverage during this special enrollment period, the coverage will become effective as follows:

- In the case of marriage, on the first day of the month following the date the completed request for enrollment and supporting documentation is received by the Plan (note that eligible individuals must submit their enrollment forms prior to the Effective Dates of coverage in order for salary reductions to have preferred tax treatment from the date coverage begins); or

- In the case of a Dependent's birth, on the date of such birth. Newborn children will automatically be covered for the first 31 days following birth. Coverage will cease beginning with the 32nd day unless the newborn child has been affirmatively enrolled as a Dependent in the plan; or

- In the case of a Dependent's adoption, the date of such adoption or Placement for Adoption; or

- In the case of eligibility for premium assistance under a state's Medicaid plan or state child health plan, on the first day of the month following the date the completed request for enrollment and supporting documentation is received by the Plan; or

- In the case of loss of coverage, the first day of the month following the date the completed request for enrollment and supporting documentation is received by the Plan.

RELATION TO SECTION 125 CAFETERIA PLAN

This Plan may also allow additional changes to enrollment due to change in status events under the employer's Section 125 Cafeteria Plan. Please refer to the employer's Section 125 Cafeteria Plan for more information.

TERMINATION

For information about continuing coverage, refer to the COBRA Continuation of Coverage section of this SPD.

EMPLOYEE'S COVERAGE

Your coverage under this Plan will end on the earliest of:

- The end of the period for which Your last contribution is made, if You fail to make any required contribution toward the cost of coverage when due; or
- The date this Plan is canceled; or
- The date coverage for Your benefit class is canceled; or
- The last day of the month in which You tell the Plan to cancel Your coverage if You are voluntarily canceling it while remaining eligible because of a change in status, because of special enrollment or at annual open enrollment periods; or
- The end of the stability period in which You became a member of a non-covered class, as determined by the employer except as follows:
  - If You are temporarily absent from work due to an approved leave of absence for medical or other reasons, Your coverage under this Plan will continue during that leave for up to the end of the six (6) calendar month period that next follows the month in which the person last worked as an Active Employee, provided the applicable Employee contribution is paid when due. Any Employee on authorized leave without pay, who fails to make premium payments as required by the Employer, will have coverage under the Group Plan terminated on the first date for which no premium payments have been paid.
  - If You are temporarily absent from work due to disability leave, the date the Employer ends the continuance.
  - If You are temporarily absent from work as a furloughed Employee, the Plan Administrator may extend Plan coverage to Employees who have been furloughed by a participating entity as a result of a decline in the economy or workload. The responsible entity shall continue to remit the full cost of the premium to the Plan for the period of time the member is furloughed. A member is eligible for continued coverage for a period not to exceed 24-months as a result of his/her furlough status. A member is considered in furlough status when he/she is in an continuous unpaid status for a specified period.
  - If You are temporarily absent from work due to active military duty, refer to USERRA under the Uniformed Services Employment and Reemployment Rights Act of 1994 section; or
- The last day of the month in which Your employment ends; or
- The date You submit a false claim or are involved in any other fraudulent act related to this Plan or any other group plan.

YOUR DEPENDENT'S COVERAGE

Coverage for Your Dependent will end on the earliest of the following:

- The end of the period for which Your last contribution is made if You fail to make any required contribution toward the cost of Your Dependent's coverage when due; or
- The last day of the month in which Your coverage ends; or

- The last day of the month in which Your Dependent is no longer Your legal spouse due to legal separation or divorce, as determined by the law of the state in which You reside; or

- The last day of the month in which Your Dependent Child attains the limiting age listed under the Eligibility and Enrollment section; or

- If Your Dependent Child qualifies for extended Dependent coverage because he or she is Totally Disabled, the last day of the month in which Your Dependent Child is no longer deemed Totally Disabled under the terms of the Plan; or

- The last day of the month in which Your Dependent Child no longer satisfies a required eligibility criterion listed in the Eligibility and Enrollment Section; or

- The date Dependent coverage is no longer offered under this Plan; or

- The last day of the month in which You tell the Plan to cancel Your Dependent's coverage if You are voluntarily canceling it while remaining eligible because of a change in status, because of special enrollment or at annual open enrollment periods; or

- The last day of the month in which the Dependent becomes covered as an Employee under this Plan; or

- The date You or Your Dependent submits a false claim or is involved in any fraudulent act related to this Plan or any other group plan.

EXTENSION OF BENEFITS

If coverage terminates for a Covered Person while receiving treatment for which benefits would have been paid had coverage remained in effect, dental benefits will be extended to cover dental care received within 31 days after the date of termination. This excludes orthodontia.

COBRA CONTINUATION OF COVERAGE

NOTE: UMR (the claims administrator) does not administer the benefits or services described within this provision. Please contact the benefit manager or Your employer with any questions related to this coverage or service.

Important: Read this entire provision to understand a Covered Person's COBRA rights and obligations.

The following is a summary of the federal continuation requirements under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended. This summary generally explains COBRA continuation coverage, when it may become available to You and Your family, and what You and Your Dependents need to do to protect the right to receive it. When You become eligible for COBRA, You may also become eligible for other coverage options that may cost less than COBRA continuation coverage. This summary provides a general notice of a Covered Person's rights under COBRA, but is not intended to satisfy all the requirements of federal law. Your employer or the COBRA Administrator will provide additional information to You or Your Dependents as required.

You may have other options available to You when You lose group health coverage. For example, You may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, You may qualify for lower costs on Your monthly premiums and lower out-of-pocket costs. Additionally, You may qualify for a 30-day special enrollment period for another group health plan for which You are eligible (such as a spouse's plan), even if that plan generally does not accept Late Enrollees.

INTRODUCTION

Federal law gives certain persons, known as Qualified Beneficiaries (defined below), the right to continue their health care benefits (including dental benefits) beyond the date that they might otherwise lose coverage. The Qualified Beneficiary must pay the entire cost of the COBRA continuation coverage, plus an administrative fee. In general, a Qualified Beneficiary has the same rights and obligations under the Plan as an active participant.

A Qualified Beneficiary may elect to continue coverage under this Plan if such person's coverage would terminate because of a life event known as a Qualifying Event (outlined below). When a Qualifying Event causes (or will cause) a Loss of Coverage, the Plan must offer COBRA continuation coverage. Loss of Coverage means more than losing coverage entirely. It means that a person ceases to be covered under the same terms and conditions that are in effect immediately before the Qualifying Event. In short, a Qualifying Event plus a Loss of Coverage allows a Qualified Beneficiary the right to elect coverage under COBRA.

Generally, You, Your covered spouse, and Your Dependent Children may be Qualified Beneficiaries and eligible to elect COBRA continuation coverage, even if You or Your Dependent is already covered under another employer-sponsored group health plan or is enrolled in Medicare at the time of the COBRA election.

COBRA CONTINUATION COVERAGE FOR QUALIFIED BENEFICIARIES

The length of COBRA continuation coverage that is offered varies based on who the Qualified Beneficiary is and what **Qualifying Event** is experienced as outlined below.

If You are an Employee, You will become a Qualified Beneficiary if You lose coverage under the Plan because either one of the following Qualifying Events happens:

Qualifying Event	Length of Continuation
• Your employment ends for any reason other than Your gross misconduct	up to 18 months
• Your hours of employment are reduced	up to 18 months

(There are two ways in which this 18-month period of COBRA continuation coverage may be extended. See the section below entitled "The Right to Extend the Length of COBRA Continuation Coverage" for more information.)

The spouse of an Employee will become a Qualified Beneficiary if he or she loses coverage under the Plan because any one of the following Qualifying Events happens:

Qualifying Event	Length of Continuation
• The Employee dies	up to 36 months
• The Employee's hours of employment are reduced	up to 18 months
• The Employee's employment ends for any reason other than his or her gross misconduct	up to 18 months
• The Employee becomes entitled to Medicare benefits (under Part A, Part B, or both)	up to 36 months
• The Employee and spouse become divorced or legally separated	up to 36 months

The Dependent Children of an Employee will become Qualified Beneficiaries if they lose coverage under the Plan because any one of the following Qualifying Events happens:

Qualifying Event	Length of Continuation
• The parent-Employee dies	up to 36 months
• The parent-Employee's employment ends for any reason other than his or her gross misconduct	up to 18 months
• The parent-Employee's hours of employment are reduced	up to 18 months
• The parent-Employee becomes entitled to Medicare benefits (Part A, Part B, or both)	up to 36 months
• The parents become divorced or legally separated	up to 36 months
• The Child loses eligibility for coverage under the Plan as a Dependent	up to 36 months

Note: A spouse or a Dependent Child newly acquired through birth or adoption during a period of 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 other than a newborn or newly adopted Child, who is acquired and enrolled after the original Qualifying Event is not eligible as a Qualified Beneficiary if a subsequent Qualifying Event occurs.

COBRA NOTICE PROCEDURES

THE NOTICE(S) A COVERED PERSON MUST PROVIDE UNDER THIS SUMMARY PLAN DESCRIPTION

In order to be eligible to receive COBRA continuation coverage, covered Employees and their Dependents have certain obligations with respect to certain Qualifying Events (including divorce or legal separation of the Employee and spouse or a Dependent Child's loss of eligibility for coverage as a Dependent) to provide written notices to the administrator. Follow the rules described in this procedure when providing notice to the administrator, whether to Your employer or to the COBRA Administrator.

A Qualified Beneficiary's written notice must include all of the following information (a form for notifying the COBRA Administrator is available upon request):

- The Qualified Beneficiary's name, current address, and complete phone number,
- The group number and the name of the Employee's employer,
- A description of the Qualifying Event (i.e., the life event experienced), and
- The date the Qualifying Event occurred or will occur.

For purposes of the deadlines described in this Summary Plan Description, the notice must be postmarked by the deadline. In order to protect Your family's rights, the Plan Administrator should be informed of any changes to the addresses of family members. Keep copies of all notices You send to the Plan Administrator or COBRA Administrator.

COBRA NOTICE REQUIREMENTS AND ELECTION PROCESS

EMPLOYER OBLIGATIONS TO PROVIDE NOTICE OF THE QUALIFYING EVENT

Your employer will give notice to the COBRA Administrator when coverage terminates due to the Employee's termination of employment or reduction in hours, the death of the Employee, or the Employee's becoming entitled to Medicare benefits due to age or disability (Part A, Part B, or both). Your employer will notify the COBRA Administrator within 30 calendar days of when one of these events occurs.

EMPLOYEE OBLIGATIONS TO PROVIDE NOTICE OF THE QUALIFYING EVENT

The Covered Person must give notice to the Plan Administrator in the case of divorce or legal separation of the Employee and a spouse, a Dependent Child ceasing to be eligible for coverage under the Plan, or a second Qualifying Event. The covered Employee or Qualified Beneficiary must provide written notice to the Plan Administrator in order to ensure rights to COBRA continuation coverage. The Covered Person must provide this notice within the 60-calendar-day period that begins on the latest of:

- The date of the Qualifying Event; or
- The date on which there is a Loss of Coverage (or would be a Loss of Coverage) due to the original Qualifying Event; or
- The date on which the Qualified Beneficiary is informed of this notice requirement by receiving this Summary Plan Description or the General COBRA Notice.

The Plan Administrator will notify the COBRA Administrator within 30 calendar days from the date that notice of the Qualifying Event has been provided.

The COBRA Administrator will, in turn, provide an election notice to each Qualified Beneficiary within 14 calendar days of receiving notice of a Qualifying Event from the employer, the covered Employee, or the Qualified Beneficiary.

MAKING AN ELECTION TO CONTINUE GROUP DENTAL COVERAGE

Each Qualified Beneficiary has the independent right to elect COBRA continuation coverage. A Qualified Beneficiary will receive a COBRA election form that should be completed in order to elect to continue group health coverage under this Plan. A Qualified Beneficiary may elect COBRA coverage at any time within the 60-day election period. The election period ends 60 calendar days after the later of:

- The date Plan coverage terminates due to a Qualifying Event; or
- The date the Plan Administrator provides the Qualified Beneficiary with an election notice.

A Qualified Beneficiary must notify the COBRA Administrator of their election in writing or via the online portal, if available, in order to continue group health coverage and must make the required payments when due in order to remain covered. If online election is available, You will receive instructions for online election when Your election notice is provided. If the Qualified Beneficiary does not choose COBRA continuation coverage within the 60-day election period, group health coverage will end on the day of the Qualifying Event.

PAYMENT OF CLAIMS AND DATE COVERAGE BEGINS

No claims will be paid under this Plan for services the Qualified Beneficiary receives on or after the date coverage is lost due to a Qualifying Event. If, however, the Qualified Beneficiary has not completed a waiver and decides to elect COBRA continuation coverage within the 60-day election period, group dental coverage will be reinstated retroactively to the date coverage was lost, provided the Qualified Beneficiary makes the required payment when due. Any claims that were denied during the initial COBRA election period will be reprocessed once the COBRA Administrator receives the completed COBRA election form and required payment.

If a Qualified Beneficiary previously waived COBRA coverage but revokes that waiver within the 60-day election period, coverage will not be retroactive to the date of the Qualifying Event but instead will become effective on the date the waiver is revoked.

PAYMENT FOR CONTINUATION COVERAGE

Qualified Beneficiaries are required to pay the entire cost of continuation coverage, which includes both the employer and Employee contributions. This cost may also include a 2% additional fee to cover administrative expenses (or, in the case of the 11-month extension due to disability, a 50% additional fee). The cost of continuation coverage is subject to change at least once per year.

If Your employer offers annual open enrollment opportunities for active Employees, each Qualified Beneficiary will have the same options under COBRA (for example, the right to add or eliminate coverage for Dependents). The cost of continuation coverage will be adjusted accordingly.

The **initial payment** is due no later than 45 calendar days after the Qualified Beneficiary elects COBRA as evidenced by the postmark date on the envelope or, if online election is available, the date Your election is submitted electronically. This first payment must cover the cost of continuation coverage from the time coverage under the Plan would have otherwise terminated, up to the time the first payment is made. If the initial payment is not made within the 45-day period, then coverage will remain terminated without the possibility of reinstatement. There is no grace period for the initial payment.

The due date for **subsequent payments** is typically the first day of the month for any particular period of coverage. However, the Qualified Beneficiary will receive specific payment information, including due dates, when the Qualified Beneficiary becomes eligible for and elects COBRA continuation coverage.

If, for whatever reason, any Qualified Beneficiary receives any benefits under the Plan during a month for which the payment was not made on time, the Qualified Beneficiary will be required to reimburse the Plan for the benefits received.

If the COBRA Administrator receives a check that is missing information or contains discrepancies regarding the information on the check (e.g., the numeric dollar amount does not match the written dollar amount), the COBRA Administrator will provide a notice to the Qualified Beneficiary with information regarding what needs to be done to correct the mistake.

Note: Payment will not be considered made if a check is returned for non-sufficient funds.

A QUALIFIED BENEFICIARY'S NOTICE OBLIGATIONS WHILE ON COBRA

Always keep the COBRA Administrator informed of the current addresses of all Covered Persons who are or who may become Qualified Beneficiaries. Failure to provide this information to the COBRA Administrator may cause You or Your Dependents to lose important rights under COBRA.

In addition, written notice to the COBRA Administrator is required within 30 calendar days of the date any one of the following events occurs:

- The Qualified Beneficiary marries. Refer to the Special Enrollment Provision section of this SPD for additional information regarding special enrollment rights.

- A Child is born to, adopted by, or Placed for Adoption by a Qualified Beneficiary. Refer to the Special Enrollment Provision section of this SPD for additional information regarding special enrollment rights.

- A final determination is made by the Social Security Administration that a disabled Qualified Beneficiary is no longer disabled.

- Any Qualified Beneficiary becomes covered by another group dental plan.

Additionally, if the COBRA Administrator or the Plan Administrator requests additional information from the Qualified Beneficiary, the Qualified Beneficiary must provide the requested information in the timeframe outlined in the request document.

LENGTH OF CONTINUATION COVERAGE

COBRA coverage is available up to the maximum periods described below, subject to all COBRA regulations and the conditions of this Summary Plan Description:

- For Employees and Dependents: 18 months from the Qualifying Event if due to the Employee's termination of employment or reduction of work hours. (If an active Employee enrolls in Medicare before his or her termination of employment or reduction in hours, then the covered spouse and Dependent Children will be entitled to COBRA continuation coverage for up to the greater of 18 months from the Employee's termination of employment or reduction in hours, or 36 months from the earlier Medicare Enrollment Date, whether or not Medicare enrollment is a Qualifying Event.)

- For Dependents only: 36 months from the Qualifying Event if coverage is lost due to one of the following events:

  - The Employee's death.
  - The Employee's divorce or legal separation.
  - The former Employee's enrollment in Medicare.
  - A Dependent Child's loss of eligibility as a Dependent as defined by the Plan.

THE RIGHT TO EXTEND THE LENGTH OF COBRA CONTINUATION COVERAGE

While on COBRA continuation coverage, certain Qualified Beneficiaries may have the right to extend continuation coverage provided written notice is given to the COBRA Administrator as soon as possible, but no later than the **required** timeframes stated below.

Social Security Disability Determination (For Employees and Dependents): A Qualified Beneficiary may be granted an 11-month extension to the initial 18-month COBRA continuation period, for a total maximum of 29 months of COBRA, in the event that the Social Security Administration determines the Qualified Beneficiary to be disabled either before becoming eligible for, or within the first 60 days of being covered by, COBRA continuation coverage. This extension will not apply if the original COBRA continuation was for 36 months.

If the Qualified Beneficiary has non-disabled family members who are also Qualified Beneficiaries, those non-disabled family members are also entitled to the disability extension.

The Qualified Beneficiary must give the COBRA Administrator a copy of the Social Security Administration letter of disability determination before the end of the initial 18-month period and within 60 days of the later of:

- The date of the Social Security Administration disability determination;
- The date the Qualifying Event occurs;
- The date the Qualified Beneficiary loses (or would lose) coverage due to the original Qualifying Event; or
- The date on which the Qualified Beneficiary is informed of the requirement to notify the COBRA Administrator of the disability by receiving this Summary Plan Description or the General COBRA Notice.

Note: Premiums may be higher after the initial 18-month period for persons exercising this disability extension provision available under COBRA.

If the Social Security Administration determines the Qualified Beneficiary is no longer disabled, the Qualified Beneficiary must notify the Plan of that fact within 30 days after the Social Security Administration's determination.

Second Qualifying Events (Dependents Only): If Your family experiences another Qualifying Event while receiving 18 months of COBRA continuation coverage, the spouse and Dependent Children in Your family who are Qualified Beneficiaries may receive up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second event is provided to the COBRA Administrator. This additional coverage may be available to the spouse or Dependent Children who are Qualified Beneficiaries if the Employee or former Employee dies, becomes entitled to Medicare (Part A, Part B, or both) or is divorced or legally separated, or if the Dependent Child loses eligibility under the Plan as a Dependent. This extension is available only if the Qualified Beneficiaries were covered under the Plan prior to the original Qualifying Event or in the case of a newborn Child being added as a result of a HIPAA special enrollment right. Dependents acquired during COBRA continuation (other than newborns and newly adopted Children) are not eligible to continue coverage as the result of a subsequent Qualifying Event. These events will lead to the extension only when the event would have caused the spouse or Dependent Child to lose coverage under the Plan had the first Qualifying Event not occurred.

You or Your Dependents must provide the notice of a second Qualifying Event to the COBRA Administrator within a 60-day period that begins to run on the latest of:

- The date of the second Qualifying Event; or
- The date the Qualified Beneficiary loses (or would lose) coverage due to the second Qualifying Event; or
- The date on which the Qualified Beneficiary is informed of the requirement to notify the COBRA Administrator of the second Qualifying Event by receiving this Summary Plan Description or the General COBRA Notice.

COVERAGE OPTIONS OTHER THAN COBRA CONTINUATION COVERAGE

There may be other coverage options for You and Your family through the Health Insurance Marketplace, Medicare, Medicaid, the Children's Health Insurance Program (CHIP), or other group health plan coverage (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

In general, if You do not enroll in Medicare Part A or B when You are first eligible because You are still employed, after the Medicare initial enrollment period You have an eight-month special enrollment period to sign up for Medicare Part A or B, beginning on the earlier of (a) the month after Your employment ends, or (b) the month after group health plan coverage based on current employment ends.

If You do not enroll in Medicare and elect COBRA continuation coverage instead, You may have to pay a Part B late enrollment penalty and You may have a gap in coverage if You decide You want Part B later. If You elect COBRA continuation coverage and later enroll in Medicare Part A or B before the COBRA continuation coverage ends, the Plan may terminate Your continuation coverage. However, if Medicare Part A or B is effective on or before the date of the COBRA election, COBRA coverage may not be discontinued on account of Medicare entitlement, even if You enroll in the other part of Medicare after the date of the election of COBRA coverage. If You are enrolled in both COBRA continuation coverage and Medicare, Medicare will generally pay first (as the primary payer) and COBRA continuation coverage will pay second. For more information visit https://www.medicare.gov/medicare-and-you.

EARLY TERMINATION OF COBRA CONTINUATION

COBRA continuation coverage may terminate before the end of the above maximum coverage periods for any of the following reasons:

- The employer ceases to maintain a group dental plan for any Employees. (Note that if the employer terminates the group dental plan under which the Qualified Beneficiary is covered, but still maintains another group dental plan for other, similarly-situated Employees, the Qualified Beneficiary will be offered COBRA continuation coverage under the remaining group dental plan, although benefits and costs may not be the same.)

- The required contribution for the Qualified Beneficiary's coverage is not paid within the timeframe expressed in the COBRA regulations.

- After electing COBRA continuation coverage, the Qualified Beneficiary becomes entitled to and enrolled in Medicare.

- After electing COBRA continuation coverage, the Qualified Beneficiary becomes covered under another group health plan.

- The Qualified Beneficiary is found not to be disabled during the disability extension. The Plan will terminate the Qualified Beneficiary's COBRA continuation coverage one month after the Social Security Administration makes a determination that the Qualified Beneficiary is no longer disabled.

- Termination for cause, such as submitting fraudulent claims.

SPECIAL NOTICE

If COBRA continuation coverage is elected, the continuation coverage must be maintained (by paying the cost of the coverage) for the duration of the COBRA continuation period. If the continuation coverage is not exhausted and maintained for the duration of the COBRA continuation period, the Qualified Beneficiary will lose his or her special enrollment rights. It is important to note that losing HIPAA special enrollment rights may have adverse effects for the Qualified Beneficiary since it will make it difficult to obtain coverage, whether group health coverage or insurance coverage through the individual market or the exchange. After COBRA continuation coverage is exhausted, the Qualified Beneficiary will have the option of electing other group health coverage or insurance coverage through the individual market or the exchange, in accordance with his or her HIPAA special enrollment rights.

DEFINITIONS

Qualified Beneficiary means a person covered by this group dental Plan immediately before a Qualifying Event. A Qualified Beneficiary may be an Employee, the spouse of a covered Employee, or the Dependent Child of a covered Employee. This includes a Child who is born to or Placed for Adoption with a covered Employee during the Employee's COBRA coverage period if the Child is enrolled within the Plan's Special Enrollment Provision for newborns and adopted Children. This also includes a Child who was receiving benefits under this Plan pursuant to a Qualified Medical Child Support Order (QMCSO) immediately before the Qualifying Event.

Qualifying Event means Loss of Coverage due to one of the following:

- The death of the covered Employee.
- Voluntary or involuntary termination of the covered Employee's employment (other than for gross misconduct).
- A reduction in work hours of the covered Employee.
- Divorce or legal separation of the covered Employee from the Employee's spouse. (Also, if an Employee terminates coverage for his or her spouse in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the later divorce or legal separation may be considered a Qualifying Event even though the ex-spouse lost coverage earlier. If the ex-spouse notifies the Plan or the COBRA Administrator in writing within 60 calendar days after the divorce or legal separation and can establish that the coverage was originally eliminated in anticipation of the divorce or legal separation, then COBRA coverage may be available for the period after the divorce or legal separation.)
- The covered former Employee becomes enrolled in Medicare.
- A Dependent Child no longer qualifies as a Dependent as defined by the Plan.

Loss of Coverage means any change in the terms or conditions of coverage in effect immediately before a Qualifying Event. Loss of Coverage includes a change in coverage terms, a change in plans, termination of coverage, partial Loss of Coverage, an increase in Employee cost, and other changes that affect terms or conditions of coverage. Loss of Coverage does not always occur immediately after a Qualifying Event, but must always occur within the applicable 18- or 36-month coverage period. A Loss of Coverage that is not caused by a Qualifying Event may not trigger COBRA rights.

CONTINUED COVERAGE FOR DOMESTIC PARTNERS

Domestic Partners do not qualify as Qualified Beneficiaries under federal COBRA law. Therefore, under federal law, a Domestic Partner does not have the right to elect COBRA independently and separately from an eligible Employee.

However, this Plan allows Domestic Partners to elect to continue coverage under a "COBRA-like" extension, separately and independently of eligible Employees, subject to the same terms and conditions that are outlined for Qualified Beneficiaries under COBRA, when a Qualifying Event occurs.

IF YOU HAVE QUESTIONS

Questions concerning Your Plan or Your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in Your area or visit the EBSA website at www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.healthcare.gov.

The Plan Administrator:
CLARK COUNTY, NEVADA
500 S GRAND CENTRAL PKWY
LAS VEGAS NV 89155

The COBRA Administrator

UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994

INTRODUCTION

Employers are required to offer COBRA-like health care continuation coverage to persons in the armed service if the absence for military duty would result in a loss of coverage. Employees on leave for military service must be treated as if they are on leaves of absence and are entitled to any other rights and benefits accorded to similarly situated Employees on leaves of absence or furloughs. If an employer has different types of benefits available depending on the type of leave of absence, the most favorable comparable leave benefits must apply to Employees on military leave. Reinstatement following a military leave of absence may not be subject to Waiting Periods.

COVERAGE

The maximum length of health care continuation coverage required under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) is the lesser of:

- 24 months beginning on the day that the uniformed service leave begins, or
- A period beginning on the day that the service leave begins and ending on the day after the Employee fails to return to or reapply for employment within the time allowed by USERRA.

USERRA NOTICE AND ELECTION

An Employee or an appropriate officer of the uniformed service in which his or her service is to be performed must notify the employer that the Employee intends to leave the employment position to perform service in the uniformed services. An Employee should provide notice as far in advance as is reasonable under the circumstances. The Employee is excused from giving notice due to military necessity, or if giving notice is otherwise impossible or unreasonable under the circumstances.

Upon notice of intent to leave for uniformed service, Employees will be given the opportunity to elect USERRA continuation. Dependents do not have an independent right to elect USERRA coverage. Election of, payment for, and termination of the USERRA extension will be governed by the same requirements set forth under the COBRA Continuation of Coverage section, to the extent the COBRA requirements do not conflict with USERRA.

PAYMENT

If the military leave orders are for a period of 30 days or less, the Employee is not required to pay more than the amount he or she would have paid as an active Employee. For periods of 31 days or longer, if an Employee elects to continue dental coverage pursuant to USERRA, such Employee and covered Dependents will be required to pay up to 102% of the full premium for the coverage elected.

EXTENDED COVERAGE RUNS CONCURRENTLY

Employees and their Dependents may be eligible for both COBRA and USERRA at the same time. Election of either the COBRA or USERRA extension by an Employee on leave for military service will be deemed an election under both laws, and the coverage offering the most benefit to the Employee will generally be extended. Coverage under both laws will run concurrently. Dependents who choose to independently elect extended coverage will be deemed eligible for the COBRA extension only because they are not eligible for a separate, independent right of election under USERRA.

PROVIDER NETWORK

The word **"Network"** means an organization that has contracted with various providers to provide dental care services to Covered Persons at a Negotiated Rate. Providers who participate in a Network have agreed to accept the Negotiated Rates as payment in full, including any portion of the fees that the Covered Person must pay due to the Deductible, Plan Participation amounts, or other out-of-pocket expenses. The allowable charges used in the calculation of the payable benefit to participating providers will be determined by the Negotiated Rates in the network contract. A provider who does not participate in a Network may bill Covered Persons for additional fees over and above what the Plan pays.

Knowing to which Network a provider belongs will help a Covered Person determine how much he or she will need to pay for certain services. To obtain the highest level of benefits under this Plan, Covered Persons should receive services from in-network providers; however, this Plan does not limit a Covered Person's right to choose his or her own provider of dental care at his or her own expense if a dental expense is not a Covered Expense under this Plan, or is subject to a limitation or exclusion.

To find out to which Network a provider belongs, please refer to the Provider Directory, or call the toll-free number that is listed on the back of the Plan's identification card. The participation status of providers may change from time to time.

The preferred provider organization is Sierra Dental.

PROVIDER DIRECTORY INFORMATION

Each covered Employee, COBRA participant, and Child or guardian of a Child who is considered an alternate recipient under a Qualified Medical Child Support Order will automatically be given or electronically provided a separate document, at no cost, that lists the participating Network providers for this Plan. The Employee should share this document with other covered individuals in his or her household. If a covered spouse or Dependent wants a separate provider list, he or she may make a written request to the Plan Administrator. The Plan Administrator may make a reasonable charge to cover the cost of furnishing complete copies to the spouse or other covered Dependents.

Information on participating providers can also be accessed at the following website:

www.umr.com

ALTERNATE BENEFITS PROVISION

Many dental conditions can be treated in more than one way. This Plan has an “alternate benefits provision” that governs the amount of benefits that this Plan will pay for covered treatments. If a patient chooses a more expensive treatment than is needed to correct a dental condition according to accepted standards of dental practice, the benefit payment will be based on the cost of the treatment that provides professionally satisfactory results at the most cost-effective level.

For example, if a regular amalgam (silver) filling is sufficient to restore a tooth, but the patient and the Dentist decide to use a resin (white) filling, the Plan will base its payment on the Usual and Customary charge or the maximum fee schedule for the amalgam filling. The patient will be responsible for paying the difference in cost.

PRE-TREATMENT ESTIMATE OF BENEFITS

One of the advantages of this dental Plan is that it enables a Covered Person to see the amount payable by the Plan prior to having the Dentist begin any extensive treatment. Through this process, Covered Persons can prevent any misunderstandings as to what is covered by the Plan. A Covered Person can accurately estimate what he or she will owe the Dentist. This procedure is known as "Pre-Treatment Estimate of Benefits." Here is how the process works:

Usually, before beginning any extensive treatment, the Covered Person will be advised as to what the Dentist intends to do. This plan of action is referred to as the Treatment Plan. The Dentist will submit the Treatment Plan to UMR prior to performing the services. UMR will then notify the Covered Person and the Dentist, in advance, regarding what benefits are payable under this Plan, and how much the Covered Person will be responsible for paying.

Obtaining a Pre-Treatment Estimate of Benefits is recommended whenever a Dentist's estimated charge is $300 or more. This feature is not mandatory; however, dental care can be expensive. A Covered Person may want to have an idea of how much this Plan will pay before agreeing to have the treatment performed.

Note: The Pre-Treatment Estimate of Benefits is not a guarantee of payment and is valid for 12 months after the notice date. Benefits are payable if coverage is in effect on the date the services are performed (subject to all Plan provisions) and if the claim is submitted to the Plan within the timely filing period. If additional procedures are performed, the claim will be reviewed in its entirety.

COVERED EXPENSES

The Plan will pay for the following Covered Expenses Incurred by a Covered Person, subject to any Deductibles, Plan Participation amounts, maximums, or limits shown on the Schedule of Benefits, and to all other provisions as stated in this SPD. Benefits are based on the Usual and Customary charge, fee schedule, or Negotiated Rate. Any procedure that is not specifically listed as covered is excluded.

General Overview:

This Plan provides dental benefits under several categories of dental services. Within each category, there are a number of subcategories of covered services.

PREVENTIVE SERVICES

- Cleanings (routine prophylaxis) - limited to two per calendar year.
- Topical fluoride treatments. A cleaning performed with a fluoride treatment is a separate dental service.
- Space maintainers - fixed appliances to maintain a space created by the premature loss of a primary tooth or teeth.

DIAGNOSTIC SERVICES

- Oral exams - limited to two per calendar year.
- Full-mouth X-rays - limited to one per calendar year, unless necessary due to an Injury, combined with panoramic / panorex X-rays and bitewing X-rays.
- Panoramic / panorex X-rays - limited to one per calendar year, unless necessary due to an Injury, combined with full-mouth X-rays and bitewing X-rays.
- Bitewing X-rays - limited to one per calendar year, combined with full-mouth X-rays and panoramic / panorex X-rays.
- Ancillary - emergency oral exams and palliative treatment for relief of dental pain.
- X-rays – all other dental X-rays when Medically Necessary as part of the treatment of a Covered Expense.

BASIC SERVICES

An alternate benefit may apply to specific services. Refer to the Alternate Benefits section in this SPD for more details.

- Restorative fillings – amalgam, silicate, acrylic, synthetic porcelain, and composite fillings.
- Preformed stainless steel crowns – limited to Dependent Children with deciduous primary teeth only.
- Endodontics – root canal treatments, root canal fillings, pulp vitality tests, and other related procedures.
- Periodontics – debridement and exams, and other related procedures necessary to treat a disease of the supporting tissues of the teeth. Periodontal splinting is not a covered expense.

- Periodontal maintenance.
- Oral surgery – extractions and other oral surgery including preoperative and postoperative care.
- Crowns.
- Local anesthesia when Medically Necessary.
- General anesthesia – when administered by a Dentist due to oral or dental surgery when Medically Necessary.
- Rebase procedures for denture or bridges -limited to two per calendar year. Not covered during the first six months after initial placement.
- Reline procedures for dentures or bridges - limited to two per calendar year. Not covered during the first six months after initial placement.

Limitations for Basic Services

Reline procedures for dentures or bridges are not covered until You have been covered under the Plan for 12 consecutive months.

MAJOR SERVICES

An alternate benefit may apply to specific services. Refer to the Alternate Benefits section in this SPD for more details.

The alternate benefit of a filling may be applied if there is not enough evidence to support major decay or traumatic Injury.

If two or more teeth are missing in the same arch or two or more bridges are being performed in the same arch, an alternate benefit of a partial denture may be applied.

- Inlays or onlays.
- Installation of removable or fixed bridgework.
- Installation of partial and complete dentures, including six-month post-installation care.

Limitations for Major Restorative Services

Major services are not covered until You have been covered under the Plan for 12 consecutive months.

Replacement of a bridge or denture will be covered only if the appliance was installed at least five years prior to its replacement. This provision will not apply if:

- Replacement is Medically Necessary due to the placement of an initial opposing full denture;
- Replacement is Medically Necessary due to the extraction of additional natural teeth. Such extraction must leave the bridge or partial denture unserviceable;
- The bridge or denture is damaged beyond repair while in the oral cavity. The Injury must occur while You are covered under this Plan; or
- The existing denture is a temporary denture, placed while You were covered under this Plan. Replacement by a permanent denture must be required and performed within 12 months of the date the temporary denture was placed.

Expenses Incurred for prosthodontic services performed on teeth other than permanent teeth are not covered.

Expenses Incurred at any time to replace a bridge or denture that meets, or can be made to meet, commonly held dental standards of functional acceptability are not covered.

The initial installation of a bridge or denture, replacing natural teeth that were extracted prior to Your effective date, is not covered. Such installation will be covered if Medically Necessary due to the loss or extraction of additional natural teeth after Your effective date.

ORTHODONTIC BENEFITS PROVISION

The Plan will pay Covered Expenses for Orthodontic Procedures. This benefit is subject to Medical Necessity and all other Plan provisions.

DEPENDENT CHILD LIMITATION

This provision applies only to an eligible Dependent Child who is from age 8 to 19 on the date the Orthodontic Procedure begins. This provision does not apply to You or Your spouse. Benefits will terminate under this provision for a Dependent Child on the date such Child turns age 19.

ORTHODONTIC PROCEDURE

Orthodontic Procedure means movement of teeth by means of active appliances to correct the position of maloccluded or malpositioned teeth. Orthodontic Procedure includes minor treatment to control harmful habits and diagnostic services (casts, consultations, exams, X-rays, and related photos taken by the Dentist).

ORTHODONTIC TREATMENT PLAN

The Treatment Plan is a Dentist's report, on a form satisfactory to the Plan, that:

- Provides a classification of the malocclusion;
- Recommends and describes necessary treatment by Orthodontic Procedures;
- Estimates the duration over which treatment will be completed;
- Estimates the total charge for such treatment; and
- Is accompanied by cephalometric X-rays, study models, and such other supporting evidence as the Plan may reasonably require.

COVERED ORTHODONTIC EXPENSES

In order to be payable, orthodontic treatment must be needed for one or more of the following conditions:

- Overbite or overjet of at least four millimeters; or
- Upper and lower arches in either protrusive or retrusive relation of at least one cusp; or
- Cross-bite; or
- An arch length difference of more than four millimeters in either the upper or lower arch.

Orthodontic services are not covered until You have been covered under the Plan for 12 consecutive months.

ADDITIONAL PROVISION

This provision will not apply to any charges for an Orthodontic Procedure if the active orthodontic appliance is placed before the Covered Person is eligible for benefits under this provision. A 12-month Waiting Period applies.

COORDINATION OF BENEFITS

Coordination of Benefits (COB) applies whenever a Covered Person has dental coverage under more than one Plan, as defined below. It does not, however, apply to prescription benefits. The purpose of coordinating benefits is to help Covered Persons pay for Covered Expenses, but not to result in total benefits that are greater than the Covered Expenses Incurred.

The order of benefit determination rules determine which plan will pay first (i.e., which is the Primary Plan). The Primary Plan pays without regard to the possibility that another plan may cover some expenses. A Secondary Plan pays for Covered Expenses after the Primary Plan has processed the claim, and will reduce the benefits it pays so that the total payment between the Primary Plan and the Secondary Plan does not exceed the Covered Expenses Incurred. Up to total of 100% of charges Incurred may be paid between the plans.

The Plan will coordinate benefits with the following types of medical or dental plans:

- Group dental plans, whether insured or self-insured.
- Group health plans, whether insured or self-insured.
- Foreign policies.
- Medical coverage related to dental care under group or individual automobile policies (including no-fault policies). See the order of benefit determination rules (below).
- Medicare or other governmental benefits, as permitted by law, not including Medicaid.

However, this Plan does not coordinate benefits with individual health or dental plans.

Each contract for coverage is considered a separate plan. If a plan has two parts and COB rules apply to only one of the two parts, each of the parts is treated as a separate plan. If a plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered will be considered an allowable expense and a benefit paid.

When this Plan is secondary, and when not in conflict with a network contract requiring otherwise, covered charges will not include any amount that is not payable under the primary plan as a result of a contract between the primary plan and a provider of service in which such provider agrees to accept a reduced payment and not to bill the Covered Person for the difference between the provider's contracted amount and the provider's regular billed charge.

ORDER OF BENEFIT DETERMINATION RULES

The first of the following rules that apply to a Covered Person's situation is the rule that will apply:

- The plan that has no coordination of benefits provision is considered primary.

- When medical payments related to dental care are available under motor vehicle insurance (including no-fault policies), this Plan will always be considered secondary regardless of the individual's election under Personal Injury Protection (PIP) coverage with the auto carrier.

- If an individual is covered under one plan as a dependent and another plan as an employee, member, or subscriber, the plan that covers the person as an employee, member, or subscriber (that is, other than as a dependent) is considered primary. This does not apply to COBRA participants. See continuation coverage below. The Primary Plan must pay benefits without regard to the possibility that another plan may cover some expenses. This Plan will deem any Employee plan beneficiary to be eligible for primary benefits from his or her employer's benefit plan.

- The plan that covers a person as a dependent is generally secondary. The plan that covers a person as a dependent is primary only when both plans agree that COBRA or state continuation coverage should always pay secondary when the person who elected COBRA is covered by another plan as a dependent. See continuation coverage below.

- If an individual is covered under a spouse's plan and also under his or her parent's plan, the Primary Plan is the plan that has covered the person for the longer period of time. In the event the dependent child's coverage under the spouse's plan began on the same date as the dependent child's coverage under either or both parent's plans, the plan of the parent or spouse whose birthday falls earlier in the calendar year is the Primary Plan. If the parents and/or spouse have the same birthday, the plan that has covered the parent or spouse for the longer period of time is the Primary Plan.

- If one or more plans cover the same person as a dependent child:

  - The Primary Plan is the plan of the parent whose birthday is earlier in the year if:

    - The parents are married; or
    - The parents are not separated (whether or not they have been married); or
    - A court decree awards joint custody without specifying that one party has the responsibility to provide dental care coverage.

    If both parents have the same birthday, the plan that has covered either of the parents the longest is primary.

  - If the specific terms of a court decree state that one of the parents is responsible for the child's dental care expenses or dental care coverage and the plan of that parent has actual knowledge of those terms, that plan is primary. This rule applies to claim determination periods or plan years starting after the plan is given notice of the court decree.

  - If the parents are not married and reside separately, or are divorced or legally separated (whether or not they have ever been married), the order of benefits is:

    - The plan of the custodial parent;
    - The plan of the spouse of the custodial parent;
    - The plan of the non-custodial parent; and then
    - The plan of the spouse of the non-custodial parent.

- Active or Inactive Employee: If an individual is covered under one plan as an active employee (or dependent of an active employee), and is also covered under another plan as a retired or laid-off employee (or dependent of a retired or laid-off employee), the plan that covers the person as an active employee (or dependent of an active employee) will be primary. This rule does not apply if the rule in the third paragraph (above) can determine the order of benefits. If the other plan does not have this rule, this rule is ignored.

- Continuation Coverage Under COBRA or State Law: If a person has elected continuation of coverage under COBRA or state law and also has coverage under another plan, the continuation coverage is secondary. This is true even if the person is enrolled in another plan as a dependent. If the two plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if one of the first four bullets above applies.

- Longer or Shorter Length of Coverage: The plan that has covered the person as an employee, member, subscriber, or retiree the longest is primary.

- If an active employee is on leave due to active duty in the military in excess of 30 days, the plan that covers the person as an active employee, member, or subscriber is considered primary.

- If the above rules do not determine the Primary Plan, the Covered Expenses may be shared equally between the plans. This Plan will not pay more than it would have paid had it been primary.

TRICARE

If an eligible Employee is on active military duty, TRICARE is the only coverage available to that Employee. Benefits are not coordinated with the Employee's dental insurance plan.

In all instances where an eligible Employee is also a TRICARE beneficiary, TRICARE will pay secondary to this employer-provided Plan.

RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION

Certain facts about dental care coverage and services are needed to apply these COB rules and to determine benefits payable under this Plan and other plans. The Plan may obtain the information it needs from or provide such information to other organizations or persons for the purpose of applying those rules and determining benefits payable under this Plan and other plans covering the person claiming benefits. The Plan need not tell, or obtain the consent of, any person to do this. However, if the Plan needs assistance in obtaining the necessary information, each person claiming benefits under this Plan must provide the Plan any information it needs to apply those rules and determine benefits payable.

REIMBURSEMENT TO THIRD-PARTY ORGANIZATION

A payment made under another plan may include an amount that should have been paid under this Plan. If it does, the Plan may pay that amount to the organization that made that payment. That amount will then be treated as if it were a benefit paid under this Plan. The Plan will not have to pay that amount again.

RIGHT OF RECOVERY

If the amount of the payments made by the Plan is more than the Plan should have paid under this COB provision, the Plan may recover the excess from one or more of the persons it paid or for whom the Plan has paid, or from any other person or organization that may be responsible for the benefits or services provided for the Covered Person.

RIGHT OF SUBROGATION, REIMBURSEMENT AND OFFSET

The Plan has a right to subrogation and reimbursement. References to “You” or “Your” in this Right of Subrogation, Reimbursement, and Offset section include You, Your estate, Your heirs, and Your beneficiaries unless otherwise stated.

Subrogation applies when the Plan has paid benefits on Your behalf for an Illness or Injury for which any Third-Party is allegedly responsible. The right to subrogation means that the Plan is substituted to and will succeed to any and all legal claims that You may be entitled to pursue against any Third-Party for the benefits that the Plan has paid that are related to the Illness or Injury for which any Third-Party is considered responsible.

The right to reimbursement means that if it is alleged that any Third-Party caused or is responsible for an Illness or Injury for which You receive a settlement, judgment, or other recovery from any Third-Party, You must use those proceeds to fully return to the Plan 100% of any benefits You receive. The right of reimbursement will apply to any benefits received at any time until the rights are extinguished, resolved, or waived in writing.

The following persons and entities are considered third parties:

- A person or entity alleged to have caused You to suffer an Illness, Injury, or damages, or who is legally responsible for the Illness, Injury, or damages.
- Any insurer or other indemnifier of any person or entity alleged to have caused or who caused the Illness, Injury, or damages.
- The Plan Sponsor in a Workers’ Compensation case or other matter alleging liability.
- Any person or entity who is or may be obligated to provide benefits or payments to You, including benefits or payments for underinsured or uninsured motorist protection, no-fault or traditional auto insurance, medical payment coverage (auto, homeowners’, or otherwise), Workers' Compensation coverage, other insurance carriers, or Third-Party administrators.
- Any person or entity against whom You may have any claim for professional and/or legal malpractice arising out of or connected to an Illness or Injury You allege or could have alleged were the responsibility of any Third-Party.
- Any person or entity that is liable for payment to You on any equitable or legal theory.

You agree as follows:

- You will cooperate with the Plan in protecting the Plan’s legal and equitable rights to subrogation and reimbursement in a timely manner, including, but not limited to:
  - Notifying the Plan, in writing, of any potential legal claim(s) You may have against any Third-Party for acts that caused benefits to be paid or become payable.
  - Providing any relevant information requested by the Plan.
  - Signing and/or delivering such documents as the Plan or our agents reasonably request to secure the subrogation and reimbursement claim.
  - Responding to requests for information about any accident or Injuries.
  - Making court appearances.
  - Obtaining our consent or our agents' consent before releasing any party from liability or payment of medical expenses.
  - Complying with the terms of this section.

Your failure to cooperate with the Plan is considered a breach of contract. As such, the Plan has the right to terminate or deny future benefits, take legal action against You, and/or set off from any future benefits the value of benefits the Plan has paid relating to any Illness or Injury alleged to have been caused or caused by any Third-Party to the extent not recovered by the Plan due to You or Your representative not cooperating with the Plan. If the Plan incurs attorneys' fees and costs in order to collect Third-Party settlement funds held by You or Your representative, the Plan has the right to recover those fees and costs from You. You will also be required to pay interest on any amounts You hold that should have been returned to the Plan.

- The Plan has a first priority right to receive payment on any claim against any Third-Party before You receive payment from that Third-Party. Further, our first priority right to payment is superior to any and all claims, debts, or liens asserted by any medical providers, including, but not limited to, Hospitals or Emergency treatment facilities, that assert a right to payment from funds payable from or recovered from an allegedly responsible Third-Party and/or insurance carrier.

- The Plan's subrogation and reimbursement rights apply to full and partial settlements, judgments, or other recoveries paid or payable to You, Your representative, Your estate, Your heirs, or Your beneficiaries, no matter how those proceeds are captioned or characterized. Payments include, but are not limited to, economic, non-economic, pecuniary, consortium, punitive, and any other alleged damages. The Plan is not required to help You to pursue Your claim for damages or personal Injuries and no amount of associated costs, including attorneys' fees, will be deducted from our recovery without the Plan's express written consent. No so-called "fund doctrine" or "common-fund doctrine" or "attorney's fund doctrine" will defeat this right.

- Regardless of whether You have been fully compensated or made whole, the Plan may collect from You the proceeds of any full or partial recovery that You or Your legal representative obtain, whether in the form of a settlement (either before or after any determination of liability) or judgment, no matter how those proceeds are captioned or characterized. Proceeds from which the Plan may collect include, but are not limited to, economic, non-economic, and punitive damages. No "collateral source" rule, any "made-whole doctrine" or "make-whole doctrine," claim of unjust enrichment, nor any other equitable limitation will limit our subrogation and reimbursement rights.

- Benefits paid by the Plan may also be considered to be benefits advanced.

- If You receive any payment from any party as a result of Illness or Injury, and the Plan alleges some or all of those funds are due and owed to the Plan, You and/or Your representative will hold those funds in trust, either in a separate bank account in Your name or in Your representative's trust account.

- By participating in and accepting benefits from the Plan, You agree that:

  - Any amounts recovered by You from any Third-Party constitute Plan assets (to the extent of the amount of Plan benefits provided on behalf of the Covered Person);
  - You and Your representative will be fiduciaries of the Plan with respect to such amounts; and
  - You will be liable for and agree to pay any costs and fees (including reasonable attorneys' fees) Incurred by the Plan to enforce its reimbursement rights.

- The Plan's rights to recovery will not be reduced due to Your own negligence.

- By participating in and accepting benefits from the Plan, You agree to assign to the Plan any benefits, claims, or rights of recovery You have under any automobile policy (including no-fault benefits, Personal Injury Protection benefits, and/or medical payment benefits), under other coverage, or against any Third-Party, to the full extent of the benefits the Plan has paid for the Illness or Injury. By agreeing to provide this assignment in exchange for participating in and accepting benefits, You acknowledge and recognize the Plan's right to assert, pursue, and recover on any such claim, whether or not You choose to pursue the claim, and You agree to this assignment voluntarily.

- Upon the Plan's request, You will assign to the Plan all rights of recovery against third parties, to the extent of the Covered Expenses the Plan has paid for the Illness or Injury.

- The Plan may, at its option, take necessary and appropriate action to preserve the Plan's rights under these provisions, including, but not limited to, providing or exchanging medical payment information with an insurer, the insurer's legal representative, or other Third-Party; and filing suit in Your name or Your estate's name, which does not obligate the Plan in any way to pay You part of any recovery the Plan might obtain.

- You may not accept any settlement that does not fully reimburse the Plan, without its written approval.

- The Plan has the authority and discretion to resolve all disputes regarding the interpretation of the language stated herein.

- In the case of Your death, giving rise to any wrongful death or survival claim, the provisions of this section apply to Your estate, the personal representative of Your estate, and Your heirs or beneficiaries. In the case of Your death, the Plan's right of reimbursement and right of subrogation will apply if a claim can be brought on behalf of You or Your estate that can include a claim for past medical expenses or damages. The obligation to reimburse the Plan is not extinguished by a release of claims or settlement agreement of any kind.

- No allocation of damages, settlement funds, or any other recovery, by You, Your estate, the personal representative of Your estate, Your heirs, Your beneficiaries, or any other person or party will be valid if it does not reimburse the Plan for 100% of its interest unless the Plan provides written consent to the allocation.

- The provisions of this section apply to the parents, guardian, or other representative of a Dependent Child who incurs an Illness or Injury caused by any Third-Party. If a parent or guardian may bring a claim for damages arising out of a minor's Illness or Injury, the terms of this subrogation and reimbursement clause will apply to that claim.

- If any Third-Party causes or is alleged to have caused You to suffer an Illness or Injury while You are covered under this Plan, the provisions of this section continue to apply, even after You are no longer covered.

- In the event that You do not abide by the terms of the Plan pertaining to reimbursement, the Plan may terminate benefits to You, Your Dependents, or the subscriber; deny future benefits; take legal action against You; and/or set off from any future benefits the value of benefits the Plan has paid relating to any Illness or Injury alleged to have been caused or caused by any Third-Party to the extent not recovered by the Plan due to Your failure to abide by the terms of the Plan. If the Plan incurs attorneys' fees and costs in order to collect Third-Party settlement funds held by You or Your representative, the Plan has the right to recover those fees and costs from You. You will also be required to pay interest on any amounts You hold that should have been returned to the Plan.

- The Plan and all administrators administering the terms and conditions of the Plan's subrogation and reimbursement rights have such powers and duties as are necessary to discharge its duties and functions, including the exercise of its discretionary authority to (1) construe and enforce the terms of the Plan's subrogation and reimbursement rights and (2) make determinations with respect to the subrogation amounts and reimbursements owed to the Plan.

- In the case of occupational Illness or Injury, the Plan's recovery rights will apply to all sums recovered, regardless of whether the Illness or Injury is deemed compensable under any Workers' Compensation or other coverage. Any award or compromise Workers' Compensation settlement, including any lump-sum settlement, will be deemed to include the Plan's interest and the Plan will be reimbursed in first priority from any such award or settlement.

GENERAL EXCLUSIONS

The Plan does not pay for expenses Incurred for the following, even if deemed to be Medically Necessary, unless otherwise stated below. The Plan does not apply exclusions to treatment listed in this SPD as covered dental benefits based upon the source of the Injury when the Plan has information that the Injury is due to a medical condition (including both physical and mental health conditions) or domestic violence.

1. **Acts of War:** Illness or Injury caused or contributed to by international armed conflict, hostile acts of foreign enemies, invasion, or war or acts of war, whether declared or undeclared.

2. **Appointments Missed:** Appointments the Covered Person did not attend.

3. **Athletic Mouth Guards.**

4. **Before Effective Date and After Termination:** Services, supplies, or expenses Incurred before coverage begins or after coverage ends under this Plan.

5. **Congenital:** Care of a congenital or developmental malformation, including congenitally missing teeth.

6. **Cosmetic:** Services or treatment for cosmetic purposes as determined by the Plan, including, but not limited to bleaching. This exclusion does not apply to Accidental Dental Injury or to orthodontic services.

7. **Denture Duplication.**

8. **Duplicate Services and Charges or Inappropriate Billing** including the preparation of medical or dental reports and itemized bills.

9. **Excess Charges:** Charges or the portion thereof that are in excess of the Usual and Customary charge, the Negotiated Rate, or the fee schedule.

10. **Experimental or Investigational, or Unproven:** Services, supplies, medicines, treatment, facilities, or equipment that the Plan determines are Experimental, Investigational, or Unproven, including administrative services associated with Experimental, Investigational, or Unproven treatment.

11. **Fractures:** Treatment of fractures not including teeth or alveolar processes.

12. **Illegal Acts:** Charges for an injury or illness caused wholly, partially, directly or indirectly by engaging in an illegal act or occupation; by committing or attempting to commit any crime, criminal act, assault or other felonious behavior; or by participating in a riot or public disturbance. In compliance with the Health Insurance Portability and Accountability Act, if an injury results from a medical condition or act of domestic violence, the plan will not deny benefits for the injury. A medical condition includes both physical and mental illnesses.

13. **Implants** and related services.

14. **Initial Installation of a Complete or Partial Denture,** fixed bridgework, if treatment involves replacing one or more natural teeth missing or lost prior to the date the Covered Person became covered under this Plan.

15. **Interest and Legal Fees.**

16. **Medications,** whether prescription or over-the-counter, other than those administered while in the Dentist's office as part of treatment.

17. **Military:** A military-related Illness of or Injury to a Covered Person on active military duty, unless payment is legally required.

18. **Multiple Surgical and Periodontal Procedures** in the same area. Benefits will be limited to the most extensive and inclusive procedure.

19. **Myofunctional Therapy.**

20. **Not Medically Necessary:** Services, supplies, treatment, facilities, or equipment that the Plan determines are not Medically Necessary.

21. **Occupational and/or Work Related:** Any condition for which the Plan Participant has or had a right to compensation under any Workers' Compensation or occupational disease law or any other legislation of similar purpose, or is otherwise deemed by Statute to be care or treatment compensable under the Nevada Industrial Insurance Act commencing at NRS Chapter et seq. However, if the Plan provides benefits for any such condition, the Plan Administrator will be entitled to establish a lien upon such other benefits up to the amount paid.

22. **Orthodontic Services,** unless covered elsewhere in this document.

23. **Orthognathic Surgery,** unless covered elsewhere in this document.

24. **Preventive Control Programs** including oral hygiene instruction; plaque control; dietary planning; lab tests; anaerobic culture, except in connection with periodontal disease; sensitivity testing; and bite registrations.

25. **Professionally Recognized Standards:** Procedures that are not necessary and that do not meet professionally-recognized standards of care.

26. **Programs** for oral hygiene or plaque control.

27. **Replacement** of lost, missing, or stolen appliances regardless of any other provision of this Plan.

28. **Services At No Charge or Cost:** Services for which the Covered Person would not be obligated to pay in the absence of this Plan or that are available to the Covered Person at no cost, or for which the Plan has no legal obligation to pay, except for care provided in a facility of the uniformed services as per Title 32 of the National Defense Code, or as required by law.

29. **Services Not Furnished By a Dentist or Dental Hygienist** who is acting under a Dentist's supervision and direction, except for X-rays ordered by a Dentist.

30. **Services Provided By a Close Relative.** See the Glossary of Terms section of this SPD for a definition of "Close Relative."

31. **Splints** unless necessary as the result of an Accidental Injury.

32. **Supplies** for plaque control or oral hygiene that can be purchased over-the-counter.

33. **Treatment** for the purpose of altering vertical dimension, restoring occlusion, splinting, or replacing tooth structure lost as a result of abrasion, attrition, or erosion, unless covered elsewhere in this document.

34. **Treatment of Disturbances** of the temporomandibular joint, craniomandibular dysfunctions, myofascial pain syndrome, or any other disorder of the joint linking the jaw to the skull and the associated muscles. This exclusion also pertains to temporomandibular joint radiographs.

Benefits not specifically included in the Covered Expenses section of this document are considered excluded.

CLAIMS AND APPEAL PROCEDURES

REASONABLE AND CONSISTENT CLAIMS PROCEDURES

The Plan's claims procedures are designed to ensure and verify that claim determinations are made in accordance with the Plan documents. The Plan provisions will be applied consistently with respect to similarly situated individuals.

PERSONAL REPRESENTATIVE

Personal Representative means a person (or provider) who may contact the Plan on the Covered Person's behalf to help with claims, appeals, or other benefit issues. A minor Dependent must have the signature of a parent or Legal Guardian in order to appoint a Third-Party as a Personal Representative.

If a Covered Person chooses to use a Personal Representative, the Covered Person must submit proper documentation to the Plan stating the following: the name of the Personal Representative, the date and duration of the appointment, and any other pertinent information. In addition, the Covered Person must agree to grant his or her Personal Representative access to his or her Protected Health Information. The Covered Person should contact the Claims Administrator to obtain the proper forms. All forms must be signed by the Covered Person in order to be considered official.

PROCEDURES FOR SUBMITTING CLAIMS

Most providers will accept assignment and coordinate payment directly with the Plan on the Covered Person's behalf. If the provider will not accept assignment or coordinate payment directly with the Plan, the Covered Person will need to send the claim to the Plan within the timelines outlined below in order to receive reimbursement. The address for submitting medical claims is on the back of the group dental identification card.

A Covered Person who receives services in a country other than the United States is responsible for ensuring the provider is paid. If the provider will not coordinate payment directly with the Plan, the Covered Person will need to pay the claim up front and then submit the claim to the Plan for reimbursement. The Plan will reimburse the Covered Person for any covered amount in U.S. currency. The reimbursed amount will be based on the U.S. equivalency rate that is in effect on the date the Covered Person paid the claim, or on the date of service if the paid date is not known.

A complete claim must be submitted in writing and should include the following information:

- Covered Person's/patient's ID number, name, sex, date of birth, address, and relationship to Employee
- Authorized signature from the Covered Person
- Diagnosis
- Date of service
- Place of service
- Procedures, services, or supplies (narrative description)
- Charges for each listed service
- Number of days or units
- Patient's account number (if applicable)
- Total billed charges
- Provider's billing name, address, and telephone number
- Provider's Taxpayer Identification Number (TIN)
- Signature of provider
- Billing provider
- Any information on other insurance (if applicable)
- Whether the patient's condition is related to employment, an auto accident, or another accident (if applicable)
- Assignment of benefits (if applicable)

TIMELY FILING

Covered Persons are responsible for ensuring that complete claims are submitted to the Third-Party Administrator as soon as possible after services are received, but no later than 12 months from the date of service. If Medicare or Medicaid paid as primary in error, the timely filing requirement may be increased to three years from the date of service. A Veteran's Administration hospital has six years from the date of service to submit the claim. A complete claim means that the Plan has all the information that is necessary in order to process the claim. Claims received after the timely filing period will not be allowed.

HOW DENTAL BENEFITS ARE CALCULATED

When UMR receives a claim for a service that has been provided to a Covered Person, it will determine if the service is a covered benefit under this group dental Plan. If the service is not a covered benefit, the claim will be denied and the Covered Person will be responsible for paying the provider for these costs. If the service is a covered benefit, UMR will establish the allowable payment amount for that service, in accordance with the provisions of this SPD.

Claims for covered benefits are paid according to the billed charges, a Negotiated Rate, or based on the Usual and Customary amounts minus any Deductible, Plan Participation rate, Co-pay, or penalties that the Covered Person is responsible for paying.

Negotiated Rate: On occasion, UMR will negotiate a payment rate with a provider for a particular covered service. The Negotiated Rate is what the Plan will pay to the provider, minus any Deductible, Plan Participation rate, or penalties that the Covered Person is responsible for paying. If a network contract is in place, the network contract determines the Plan's Negotiated Rate.

(Applies to Benefit Plan(s) 001) Usual And Customary (U&C) is the amount that is usually charged by dental care providers in the same geographical area (or greater area, if necessary) for the same services, treatment or materials. An industry fee file is used to determine U&C fee allowances. The U&C level is at the 90th percentile of MDR. As it relates to charges made by a network provider, the term "Usual and Customary" means the Negotiated Rate as contractually agreed to by the provider and network (see above)

NOTIFICATION OF BENEFIT DETERMINATION

If a claim is submitted by a Covered Person or a provider on behalf of a Covered Person, the Covered Person will receive an Explanation of Benefits (EOB) form that will explain how much the Plan paid toward the claim and how much of the claim is the Covered Person's responsibility due to cost-sharing obligations, non-covered benefits, penalties, or other Plan provisions. Please check the information on each EOB form to make sure the services charged were actually received from the provider and that the information appears to be correct. If You have any questions or concerns about the EOB form, call the Plan at the number listed on the EOB form or on the back of the group dental identification card. The provider will receive a similar form for each claim that is submitted.

TIMELINES FOR INITIAL BENEFIT DETERMINATION

UMR will process claims within the following timelines, although a Covered Person may voluntarily extend these timelines:

Post-Service Claims: Claims will be processed within 30 calendar days, but the Plan may have an additional 15-day extension when necessary for reasons beyond the control of the Plan, if written notice is provided to the Covered Person within the original 30-day period.

A claim is considered to be filed when the claim for benefits has been submitted to UMR for formal consideration under the terms of this Plan.

CIRCUMSTANCES CAUSING LOSS OR DENIAL OF PLAN BENEFITS

Claims may be denied for any of the following reasons:

- Termination of Your employment.
- A Covered Person's loss of eligibility for coverage under the dental Plan.
- Charges are Incurred prior to the Covered Person's Effective Date or following termination of coverage.
- A Covered Person reached the Maximum Benefit under this Plan.
- Amendment of the group dental Plan.
- Termination of the group dental Plan.
- The Employee, Dependent, or provider did not respond to a request for additional information needed to process the claim or appeal.
- Application of Coordination of Benefits.
- Enforcement of subrogation.
- Services are not a covered benefit under this Plan.
- Services are not considered Medically Necessary.
- Misuse of the Plan identification card or other fraud.
- Failure to pay premiums if required.
- The Employee or Dependent is responsible for charges due to Deductible, Plan Participation obligations, or penalties.
- Application of the Usual and Customary fee limits, the fee schedule, or Negotiated Rates.
- Incomplete or inaccurate claim submission.
- Procedures are considered Experimental, Investigational, or Unproven.
- Other reasons as stated elsewhere in this SPD.

ADVERSE BENEFIT DETERMINATION (DENIED CLAIMS)

Adverse Benefit Determination means a denial, reduction, or termination of a benefit, or a failure to provide or make payment, in whole or in part, for a benefit. It also includes any such denial, reduction, termination, or failure to provide or make payment that is based on a determination that the Covered Person is no longer eligible to participate in the Plan.

If a claim is being denied, in whole or in part, and the Covered Person will owe any amount to the provider, the Covered Person will receive an initial claim denial notice, usually referred to as an Explanation of Benefits (EOB) form, within the timelines described above. The EOB form will:

- Explain the specific reasons for the denial.
- Provide a specific reference to pertinent Plan provisions on which the denial was based.
- Provide a description of any material or information that is necessary for the Covered Person to perfect the claim, along with an explanation of why such material or information is necessary, if applicable.
- Provide appropriate information as to the steps the Covered Person may take to submit the claim for appeal (review).

If an internal rule or guideline was relied upon, or if the denial was based on Medical Necessity or Experimental, Investigational, or Unproven treatment, the Plan will notify the Covered Person of that fact. The Covered Person has the right to request a copy of the rule/guideline or clinical criteria that were relied upon, and such information will be provided free of charge.

APPEALS PROCEDURE FOR ADVERSE BENEFIT DETERMINATIONS

If a Covered Person disagrees with the denial of a claim, the Covered Person or his or her Personal Representative may request that the Plan review its initial determination by submitting a written request to the Plan as described below. An appeal filed by a provider on the Covered Person's behalf is not considered an appeal under the Plan unless the provider is a Personal Representative.

First Level of Appeal: This is a **mandatory** appeal level. The Covered Person must exhaust the following internal procedures before taking any outside legal action.

- The Covered Person must file the appeal within 180 days of the date he or she received the EOB form from the Plan showing that the claim was denied. The Plan will assume the Covered Person received the EOB form seven days after the Plan mailed the EOB form.
- The Covered Person or his or her Personal Representative will be allowed reasonable access to review or copy pertinent documents, at no charge.
- The Covered Person may submit written comments, documents, records, and other information related to the claim to explain why he or she believes the denial should be overturned. This information should be submitted at the same time the written request for a review is submitted.
- The Covered Person has the right to submit evidence that his or her claim is due to the existence of a physical or mental medical condition or domestic violence, under applicable federal nondiscrimination rules.
- The review will take into account all comments, documents, records, and other information submitted that relates to the claim. This will include comments, documents, records, and other information that either were not submitted previously or were not considered in the initial benefit decision. The review will be conducted by individuals who were not involved in the original denial decision and are not under the supervision of the person who originally denied the claim.
- If the benefit denial was based, in whole or in part, on a dental judgment, the Plan will consult with a dental care professional with training and experience in the relevant dental field. This dental care professional may not have been involved in the original denial decision and may not be supervised by the dental care professional who was involved. If the Plan has consulted with dental or vocational experts in connection with the claim, these experts will be identified upon the Covered Person's request, regardless of whether or not the Plan relies on their advice in making any benefit determinations.
- After the claim has been reviewed, the Covered Person will receive written notification letting him or her know if the claim is being approved or denied. The notification will provide the Covered Person with the information outlined under the "Adverse Benefit Determination" section above.

Second Level of Appeal: This is a **voluntary** appeal level. The Covered Person is not required to follow this internal procedure before taking outside legal action.

- A Covered Person who is not satisfied with the decision following the first appeal has the right to appeal the denial a second time.
- The Covered Person or his or her Personal Representative must submit a written request for a second review within 30 calendar days following the date he or she received the Plan's decision regarding the first appeal. The Plan will assume the Covered Person received the determination letter regarding the first appeal seven days after the Plan sent the determination letter.
- The Covered Person may submit written comments, documents, records, and other pertinent information to explain why he or she believes the denial should be overturned. This information should be submitted at the same time the written request for a second review is submitted.
- The Covered Person has the right to submit evidence that his or her claim is due to the existence of a physical or mental medical condition or domestic violence, under applicable federal nondiscrimination rules.
- The second review will take into account all comments, documents, records, and other information submitted that relates to the claim that either were not submitted previously or were not considered in the initial benefit decision. The review will be conducted by individuals who were not involved in the original denial decision or the first appeal, and are not under the supervision of those individuals.

- If the benefit denial was based, in whole or in part, on a dental judgment, the Plan will consult with a dental care professional with training and experience in the relevant dental field. This dental care professional may not have been involved in the original denial decision or first appeal, and may not be supervised by the dental care professional who was involved. If the Plan has consulted with dental or vocational experts in connection with the claim, these experts will be identified upon the Covered Person's request, regardless of whether or not the Plan relies on their advice in making any benefit determinations.
- After the claim has been reviewed, the Covered Person will receive written notification letting him or her know if the claim is being approved or denied. The notification will provide the Covered Person with the information outlined under the "Adverse Benefit Determination" section above.

Regarding the above voluntary appeal level, the Plan agrees that any statutory limitations that are applicable to pursuing the claim in court will be put on hold during the period of this voluntary appeal process. The voluntary appeal process is available only after the Covered Person has followed the mandatory appeal level as required above. This Plan also agrees that it will not charge the Covered Person a fee for going through the voluntary appeal process, and it will not assert a failure to exhaust administrative remedies if a Covered Person elects to pursue a claim in court before following this voluntary appeal process. A Covered Person's decision about whether to submit a benefit dispute through this voluntary appeal level will have no effect on his or her rights to any other benefits under the Plan. If You have any questions regarding the voluntary level of appeal, including applicable rules, a Covered Person's right to representation (i.e., to appoint a Personal Representative), or other details, please contact the Plan.

Appeals should be sent within the prescribed time period as stated above to the following address(es).

Note: Appeal Request forms are available at www.umr.com to assist You in providing all the recommended information to ensure a full and fair review of Your Adverse Benefit Determination. You are not required to use this form.

Send dental appeals to:
UMR
CLAIMS APPEAL UNIT
PO BOX 30546
SALT LAKE CITY UT 84130-0546

TIME PERIODS FOR MAKING DECISIONS ON APPEALS

After reviewing a claim that has been appealed, the Plan will notify the Covered Person of its decision within the following timeframes, although Covered Persons may voluntarily extend these timelines. In addition, if any new or additional evidence is relied upon or generated during the determination of the appeal, the Plan will provide such evidence to You free of charge and sufficiently in advance of the due date of the response to the Adverse Benefit Determination. If such evidence is received at a point in the process where the Plan is unable to provide You with a reasonable opportunity to respond prior to the end of the period stated below, the time period will be tolled to allow You a reasonable opportunity to respond to the new or additional evidence.

URGENT CLAIM APPEALS THAT REQUIRE IMMEDIATE ACTION

A request by a Covered Person or his or her authorized representative for the review and reconsideration of coverage that requires notification or approval prior to receiving medical care may be considered an urgent claim appeal. Urgent claim appeals must meet one or both of the following criteria in order to be considered urgent in nature:

- A delay in treatment could seriously jeopardize life or health or the ability to regain maximum functionality.
- In the opinion of a Physician with knowledge of the medical condition, a delay in treatment could cause severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim.

UMR must respond to the urgent claim appeal request as soon as possible, taking into account the medical exigencies, but no later than 72 hours after receiving the request for review.

The timelines below will apply only to the mandatory appeal level. The voluntary appeal level will not be subject to specific timelines.

Post-Service Claims: Within a reasonable period of time, but no later than 60 calendar days after the Plan receives the request for review.

RIGHT TO REQUEST OVERPAYMENTS

The Plan reserves the right to recover any payments made by the Plan that were:

- Made in error; or
- Made after the date the person's coverage should have been terminated under this Plan; or
- Made to any Covered Person or any party on a Covered Person's behalf where the Plan Sponsor determines the payment to the Covered Person or any party is greater than the amount payable under this Plan.

The Plan has the right to recover against Covered Persons if the Plan has paid them or any other party on their behalf.

FRAUD

Fraud is a crime for which an individual may be prosecuted. Any Covered Person who willfully and knowingly engages in an activity intended to defraud the Plan is guilty of fraud. The Plan will utilize all means necessary to support fraud detection and investigation. It is a crime for a Covered Person to file a claim containing any false, incomplete, or misleading information with intent to injure, defraud, or deceive the Plan. In addition, it is a fraudulent act when a Covered Person willfully and knowingly fails to notify the Plan regarding an event that affects eligibility for a Covered Person. Notification requirements are outlined in this SPD and other Plan materials. Please read them carefully and refer to all Plan materials that You receive (e.g., COBRA notices). A few examples of events that require Plan notification are divorce, a Dependent aging out of the Plan, and enrollment in other group health coverage while on COBRA. (Please note that the examples listed are not all-inclusive.)

These actions will result in denial of the Covered Person's claim or in termination of the Covered Person's coverage under the Plan, and are subject to prosecution and punishment to the full extent under state and/or federal law.

Each Covered Person must:

- File accurate claims. If someone else, such as the Covered Person's spouse or another family member, files claims on the Covered Person's behalf, the Covered Person should review the claim form before signing it;
- Review the Explanation of Benefits (EOB) form. The Covered Person should make certain that benefits have been paid correctly based on his or her knowledge of the expenses Incurred and the services rendered;
- Never allow another person to seek dental treatment under his or her identity. If the Covered Person's Plan identification card is lost, the Covered Person should report the loss to the Plan immediately;
- Provide complete and accurate information on claim forms and any other forms. He or she should answer all questions to the best of his or her knowledge; and
- Notify the Plan when an event occurs that affects a Covered Person's eligibility.

In order to maintain the integrity of this Plan, each Covered Person is encouraged to notify the Plan whenever a provider:

- Bills for services or treatment that have never been received; or
- Asks a Covered Person to sign a blank claim form; or
- Asks a Covered Person to undergo tests that the Covered Person feels are not needed.

Covered Persons concerned about any of the charges that appear on a bill or EOB form, or who know of or suspect any illegal activity, should call the toll-free hotline at 1-800-356-5803. All calls are strictly confidential.

OTHER FEDERAL PROVISIONS

FAMILY AND MEDICAL LEAVE ACT (FMLA)

If an Employee is on a family or medical leave of absence that meets the eligibility requirements under the Family and Medical Leave Act of 1993 (FMLA), his or her employer will continue coverage under this Plan in accordance with state and federal FMLA regulations, provided the following conditions are met:

- Contributions are paid; and
- The Employee has a written, approved leave from the employer.

Coverage will be continued for up to the greater of:

- The leave period required by the FMLA and any amendment; or
- The leave period required by applicable state law.

An Employee may choose not to retain group health coverage during an FMLA leave. When the Employee returns to work following the FMLA leave, the Employee's coverage will usually be restored to the level the Employee would have had if the FMLA leave had not been taken. For more information, please contact Your Human Resources or Personnel office.

QUALIFIED MEDICAL CHILD SUPPORT ORDERS PROVISION

A Dependent Child will become covered as of the date specified in a judgment, decree, or order issued by a court of competent jurisdiction or through a state administrative process.

The order must clearly identify all of the following:

- The name and last known mailing address of the participant;
- The name and last known mailing address of each alternate recipient (or official state or political designee for the alternate recipient);
- A reasonable description of the type of coverage to be provided to the Child or the manner in which such coverage is to be determined; and
- The period to which the order applies.

Please contact the Plan Administrator to request a copy, at no charge, of the written procedures that the Plan uses when administering Qualified Medical Child Support Orders.

This group dental Plan also complies with the provisions of the TRICARE Prohibition Against Incentives and Nondiscrimination Requirements amendments.

HIPAA ADMINISTRATIVE SIMPLIFICATION
MEDICAL PRIVACY AND SECURITY PROVISION

USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION UNDER HIPAA PRIVACY AND SECURITY REGULATIONS

This Plan will Use a Covered Person's Protected Health Information (PHI) to the extent of and in accordance with the Uses and Disclosures permitted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Specifically, this Plan will Use and Disclose a Covered Person's PHI for purposes related to health care Treatment, Payment for health care, and Health Care Operations. Additionally, this Plan will Use and Disclose a Covered Person's PHI as required by law and as permitted by authorization. This section establishes the terms under which the Plan may share a Covered Person's PHI with the Plan Sponsor, and limits the Uses and Disclosures that the Plan Sponsor may make of a Covered Person's PHI.

This Plan will Disclose a Covered Person's PHI to the Plan Sponsor only to the extent necessary for the purposes of the administrative functions of Treatment, Payment for health care, or Health Care Operations.

The Plan Sponsor will Use and/or Disclose a Covered Person's PHI only to the extent necessary for the administrative functions of Treatment, Payment for health care, or Health Care Operations that it performs on behalf of this Plan.

This Plan agrees that it will Disclose a Covered Person's PHI to the Plan Sponsor only upon receipt of a certification from the Plan Sponsor that the terms of this section have been adopted and that the Plan Sponsor agrees to abide by these terms.

The Plan Sponsor is subject to all of the following restrictions that apply to the Use and Disclosure of a Covered Person's PHI:

- The Plan Sponsor will Use and Disclose a Covered Person's PHI (including Electronic PHI) only for Plan Administrative Functions, as required by law or as permitted under the HIPAA regulations. This Plan's Notice of Privacy Practices also contains more information about permitted Uses and Disclosures of PHI under HIPAA;

- The Plan Sponsor will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;

- The Plan Sponsor will require each of its subcontractors or agents to whom the Plan Sponsor may provide a Covered Person's PHI to agree to the same restrictions and conditions imposed on the Plan Sponsor with regard to a Covered Person's PHI;

- The Plan Sponsor will ensure that each of its subcontractors or agents to whom the Plan Sponsor may provide Electronic PHI agree to implement reasonable and appropriate security measures to protect Electronic PHI;

- The Plan Sponsor will not Use or Disclose PHI for employment-related actions and decisions or in connection with any other of the Plan Sponsor's benefits or Employee benefit plans;

- The Plan Sponsor will promptly report to this Plan any breach or impermissible or improper Use or Disclosure of PHI not authorized by the Plan documents;

- The Plan Sponsor will report to the Plan any breach or security incident with respect to Electronic PHI of which the Plan Sponsor becomes aware;

- The Plan Sponsor and the Plan will not Use genetic information for underwriting purposes. For example, underwriting purposes will include determining eligibility, coverage, or payment under the Plan, with the exception of determining medical appropriateness of a treatment;

- The Plan Sponsor will allow a Covered Person or this Plan to inspect and copy any PHI about the Covered Person contained in the Designated Record Set that is in the Plan Sponsor's custody or control. The HIPAA Privacy Regulations set forth the rules that the Covered Person and the Plan must follow and also sets forth exceptions;

- The Plan Sponsor will amend or correct, or make available to the Plan to amend or correct, any portion of the Covered Person's PHI contained in the Designated Record Set to the extent permitted or required under the HIPAA Privacy Regulations;

- The Plan Sponsor will keep a Disclosure log for certain types of Disclosures set forth in the HIPAA Regulations. Each Covered Person has the right to see the Disclosure log. The Plan Sponsor does not have to maintain a log if Disclosures are for certain Plan-related purposes such as Payment of benefits or Health Care Operations;

- The Plan Sponsor will make its internal practices, books, and records related to the Use and Disclosure of a Covered Person's PHI available to this Plan and to the Department of Health and Human Services or its designee for the purpose of determining this Plan's compliance with HIPAA;

- The Plan Sponsor must, if feasible, return to this Plan or destroy all of a Covered Person's PHI that the Plan Sponsor received from or on behalf of this Plan when the Plan Sponsor no longer needs the Covered Person's PHI to administer this Plan. This includes all copies in any form, including any compilations derived from the PHI. If return or destruction is not feasible, the Plan Sponsor agrees to restrict and limit further Uses and Disclosures to the purposes that make the return or destruction infeasible;

- The Plan Sponsor will provide that adequate separation exists between this Plan and the Plan Sponsor so that a Covered Person's PHI (including Electronic PHI) will be used only for the purpose of Plan administration; and

- The Plan Sponsor will use reasonable efforts to request only the minimum necessary type and amount of a Covered Person's PHI to carry out functions for which the information is requested.

The following Employees, classes of Employees, or other workforce members under the control of the Plan Sponsor may be given access to a Covered Person's PHI for Plan Administrative Functions that the Plan Sponsor performs on behalf of the Plan as set forth in this section:

Clark County Risk Management

This list includes every Employee, class of Employees, or other workforce members under the control of the Plan Sponsor who may receive a Covered Person's PHI. If any of these Employees or workforce members Use or Disclose a Covered Person's PHI in violation of the terms set forth in this section, the Employees or workforce members will be subject to disciplinary action and sanctions, including the possibility of termination of employment. If the Plan Sponsor becomes aware of any such violation, the Plan Sponsor will promptly report the violation to this Plan and will cooperate with the Plan to correct the violation, to impose the appropriate sanctions, and to mitigate any harmful effects to the Covered Person.

DEFINITIONS

Administrative Simplification is the section of the law that addresses electronic transactions, privacy, and security. The goals are to:

- Improve efficiency and effectiveness of the health care system;
- Standardize electronic data interchange of certain administrative transactions;
- Safeguard security and privacy of Protected Health Information;
- Improve efficiency to compile/analyze data, audit, and detect fraud; and
- Improve the Medicare and Medicaid programs.

Business Associate (BA) in relationship to a Covered Entity (CE) means a person to whom the CE Discloses Protected Health Information (PHI) so that a person may carry out, assist with the performance of, or perform a function or activity for the CE. This includes contractors or other persons who receive PHI from the CE (or from another business partner of the CE) for the purposes described in the previous sentence, including lawyers, auditors, consultants, Third-Party Administrators, health care clearinghouses, data processing firms, billing firms, and other Covered Entities. This excludes persons who are within the CE's workforce.

Covered Entity (CE) is one of the following: a health plan, a health care clearinghouse, or a health care provider who transmits any health information in connection with a transaction covered by this law.

Designated Record Set means a set of records maintained by or for a Covered Entity that includes a Covered Person's PHI. This includes medical or dental records, billing records, enrollment records, Payment records, claims adjudication records, and case management record systems maintained by or for this Plan. This also includes records used to make decisions about Covered Persons. This record set must be maintained for a minimum of six years.

Disclose or Disclosure is the release or divulgence of information by an entity to persons or organizations outside that entity.

Electronic Protected Health Information (Electronic PHI) is Individually Identifiable Health Information that is transmitted by electronic media or maintained in electronic media. It is a subset of Protected Health Information.

Health Care Operations are general administrative and business functions necessary for the CE to remain a viable business. These activities include:

- Conducting quality assessment and improvement activities;
- Reviewing the competence or qualifications and accrediting/licensing of health care professional plans;
- Evaluating health care professional and health plan performance;
- Training future health care professionals;
- Insurance activities related to the renewal of a contract for insurance;
- Conducting or arranging for medical (or dental) review and auditing services;
- Compiling and analyzing information in anticipation of or for use in a civil or criminal legal proceeding;
- Population-based activities related to improving health or reducing health care costs, protocol development, case management, and care coordination;
- Contacting of health care providers and patients with information about Treatment alternatives and related functions that do not entail direct patient care; and
- Activities related to the creation, renewal, or replacement of a contract for health insurance or health benefits, as well as ceding, securing, or placing a contract for reinsurance of risk related to claims for health care (including stop-loss and excess of loss insurance).

Individually Identifiable Health Information is information that is a subset of health information, including demographic information collected from a Covered Person, and that:

- Is created by or received from a Covered Entity;
- Relates to the past, present, or future physical or mental health condition of a Covered Person, the provision of health care, or the past, present, or future Payment for the provision of health care; and
- Identifies the Covered Person, or there is reasonable basis to believe the information can be used to identify the Covered Person.

Payment means the activities of the health plan or a Business Associate, including the actual Payment under the policy or contract; and a health care provider or its Business Associate that obtains reimbursement for the provision of health care.

Plan Administrative Functions means administrative functions of Payment or Health Care Operations performed by the Plan Sponsor on behalf of the Plan, including quality assurance, claims processing, auditing, and monitoring.

Plan Sponsor means Your employer.

Privacy Official is the individual who provides oversight of compliance with all policies and procedures related to the protection of PHI and federal and state regulations related to a Covered Person's privacy.

Protected Health Information (PHI) is Individually Identifiable Health Information transmitted or maintained by a Covered Entity in written, electronic, or oral form. PHI includes Electronic PHI.

Treatment is the provision of health care by, or the coordination of health care (including health care management of the individual through risk assessment, case management, and disease management) among, health care providers; the referral of a patient from one provider to another; or the coordination of health care or other services among health care providers and third parties authorized by the health plan or the individual.

Use means, with respect to Individually Identifiable Health Information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

PLAN AMENDMENT AND TERMINATION INFORMATION

The Plan Sponsor fully intends to maintain this Plan indefinitely; however, the employer reserves the right to terminate, suspend, or amend this Plan at any time, in whole or in part, including making modifications to the benefits under this Plan. No person or entity has any authority to make any oral change or amendments to this Plan. No agent or representative of this Plan will have the authority to legally change the Plan terms or SPD or waive any of its provisions, either purposefully or inadvertently. If a misstatement affects the existence of coverage, the relevant facts will be used in determining whether coverage is in force under the terms of this Plan and in what amount. The Plan Administrator will provide written notice to Covered Persons within 60 days following the adopted formal action that makes material reduction of benefits to the Plan, or may, alternatively, furnish such notification through communications maintained by the Plan Sponsor or Plan Administrator at regular intervals of no greater than 90 days.

COVERED PERSON'S RIGHTS IF PLAN IS AMENDED OR TERMINATED

If this Plan is amended, a Covered Person's rights are limited to Plan benefits in force at the time expenses are Incurred, whether or not the Covered Person has received written notification from the Plan Administrator that the Plan has been amended.

If this Plan is terminated, the rights of a Covered Person are limited to Covered Expenses Incurred before the Covered Person receives notice of termination. All claims Incurred prior to termination, but not submitted to either the Plan Sponsor or the Third-Party Administrator within 75 days of the Effective Date of termination of this Plan due to bankruptcy, will be excluded from any benefit consideration.

The Plan will assume that the Covered Person receives the written amendment or termination letter from the Plan Administrator seven days after the letter is mailed to the Covered Person.

No person will become entitled to any vested rights under this Plan.

DISTRIBUTION OF ASSETS UPON TERMINATION OF PLAN

Contact Your Health Benefits or Personnel office for information regarding distribution of assets upon termination of Plan.

NO CONTRACT OF EMPLOYMENT

This Plan is not intended to be, and may not be construed as, a contract of employment between any Covered Person and the employer.

GLOSSARY OF TERMS

Accidental Dental Injury / Injury means damage to the mouth, teeth, and supporting tissues due directly to a blow from outside the mouth.

Adverse Benefit Determination means a denial, reduction, or termination of a benefit, or a failure to provide or make payment, in whole or in part, for a benefit. It also includes any such denial, reduction, termination, or failure to provide or make payment that is based on a determination that the Covered Person is no longer eligible to participate in the Plan.

Calendar Year Maximum Benefit means the maximum amount of covered benefits payable during a calendar year while a person is covered under this Plan. Once the Calendar Year Maximum Benefit is met, no further covered benefits will be available for the remainder of that calendar year.

Child (Children) means any of the following individuals with respect to an Employee: a natural biological Child; a natural child of the covered grandfathered Domestic Partner; a stepchild; a legally adopted Child or a Child legally Placed for Adoption; a Child under the Employee's or spouse's Legal Guardianship; or a Child who is considered an alternate recipient under a Qualified Medical Child Support Order (even if the Child does not meet the definition of "Dependent").

Close Relative means a member of the immediate family. Immediate family includes the Employee, spouse, grandfathered Domestic Partner, mother, father, grandmother, grandfather, stepparents, step-grandparents, siblings, stepsiblings, half-siblings, Children, Children of grandfathered Domestic Partner, stepchildren, and grandchildren.

Co-pay means the amount a Covered Person must pay each time certain covered services are provided, as outlined on the Schedule of Benefits, if applicable.

COBRA means Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended from time to time, and applicable regulations. This law gives Covered Persons the right, under certain circumstances, to elect continuation coverage under the Plan when active coverage ends due to qualifying events.

Common-Law Marriage means a partnership whereby two adult individuals are considered married because they have lived together for a certain period of time, hold themselves to be married even without a license and a formal ceremony, and meet other applicable requirements of the state in which the Common-Law Marriage was established.

Covered Expenses means any expense, or portion thereof, that is Incurred as a result of receiving a covered benefit under this Plan.

Covered Person means an Employee, Retiree, or Dependent who is enrolled under this Plan.

Deductible means an amount of money paid once per Plan Year by the Covered Person (up to a family limit, if applicable) before any Covered Expenses are paid by the Plan. The Schedule of Benefits shows the amount of the applicable Deductible (if any) and the dental care benefits to which it applies.

Dental Hygienist means a person who is licensed to practice dental hygiene and who works under the supervision and direction of a Dentist.

Dentist means a person who is licensed to practice dentistry, and who is practicing within the scope of such license. The term also includes any physician who furnishes any dental services that such physician is licensed to perform.

Dependent – see the Eligibility and Enrollment section of this SPD.

Domestic Partner / Domestic Partnership means an unmarried person of the same sex with whom the covered Employee shares a committed relationship, who is jointly responsible for the other's welfare and financial obligations, who is at least 18 years of age, who is not related by blood, who maintains the same residence, and who is not married to or legally separated from anyone else.

In order for Your Domestic Partner to qualify as a Dependent, You and Your partner must complete a certification declaring that You and Your partner:

- Are in a relationship of mutual support, care, and commitment, and are responsible for each other's welfare;
- Have maintained this relationship for the past six months and intend to do so indefinitely;
- Have shared a primary residence for the past six months and intend to do so indefinitely;
- Are not married to anyone else and do not have other Domestic Partners;
- Are financially interdependent.

Effective Date means the first day of coverage under this Plan as defined in this SPD. The Covered Person's Effective Date may or may not be the same as his or her Enrollment Date, as Enrollment Date is defined by the Plan.

Emergency Dental Care means care of a dental condition that is required unexpectedly and immediately because of an Injury or Illness.

Employee – see the Eligibility and Enrollment section of this SPD.

Enrollment Date means:

- For anyone who applies for coverage when first eligible, the date that coverage begins. **(Applies to Elected Officials)**
- For anyone who applies for coverage when first eligible, the first day of the Waiting Period. **(Applies to All Other Employees)**
- For anyone who enrolls under the Special Enrollment Provision, or for Late Enrollees, the first day coverage begins.

Experimental, Investigational, or Unproven means any drug, service, supply, care, or treatment that, at the time provided or sought to be provided, is not recognized as conforming to accepted medical practice or to be a safe, effective standard of medical practice for a particular condition. This includes, but is not limited to:

- Items within the research, Investigational, or Experimental stage of development or performed within or restricted to use in Phase I, II, or III clinical trials (unless identified as a covered service elsewhere);
- Items that do not have strong, research-based evidence to permit conclusions and/or clearly define long-term effects and impact on health outcomes (i.e., that have not yet been shown to be consistently effective for the diagnosis or treatment of the specific condition for which it is sought). Strong, research-based evidence is identified as peer-reviewed published data derived from multiple, large, human, randomized, controlled clinical trials OR at least one or more large, controlled, national, multi-center, population-based studies;
- Items based on anecdotal and Unproven evidence (literature consisting only of case studies or uncontrolled trials), i.e., items that lack scientific validity, but may be common practice within select practitioner groups even though safety and efficacy is not clearly established;
- Items that have been identified through research-based evidence to not be effective for a medical condition and/or to not have a beneficial effect on health outcomes.

Note: FDA and/or Medicare approval does not guarantee that a drug, supply, care, or treatment is accepted medical practice; however, lack of such approval will be a consideration in determining whether a drug, service, supply, care, or treatment is considered Experimental, Investigational, or Unproven. In assessing cancer care claims, sources such as the National Comprehensive Cancer Network (NCCN) Compendium, Clinical Practice Guidelines in Oncology™, or National Cancer Institute (NCI) standard of care compendium guidelines, or similar material from other or successor organizations will be considered along with benefits provided under the Plan and any benefits required by law. Furthermore, off-label drug or device use (sought for outside FDA-approved indications) is subject to medical review for appropriateness based on prevailing peer-reviewed medical literature, published opinions and evaluations by national medical associations, consensus panels, technology evaluation bodies, and/or independent review organizations to evaluate the scientific quality of supporting evidence.

FMLA means the Family and Medical Leave Act of 1993, as amended.

HIPAA means the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, and applicable regulations. This law gives special enrollment rights, prohibits discrimination, and protects privacy of protected health information, among other things.

Illness means a bodily disorder, disease, or physical sickness affecting the mouth, teeth, or gums.

Incurred means the date on which a service or treatment is given, a supply is received, or a facility is used, without regard to when the service, treatment, supply, or facility is billed, charged, or paid.

Independent Contractor means someone who signs an agreement with the employer as an Independent Contractor, or an entity or individual who performs services to or on behalf of the employer who is not an Employee or an officer of the employer, and who retains control over how work is completed. The employer who hires the Independent Contractor controls only the outcome of the work and not the performance of the hired service. Determination as to whether an individual or entity is an Independent Contractor will be made consistent with Section 530 of the Internal Revenue Code.

Late Enrollee means a person who enrolls under this Plan other than on:

- The earliest date on which coverage can become effective under the terms of this Plan; or
- A special Enrollment Date for the person as defined by HIPAA.

Legal Guardianship / Legal Guardian means an individual recognized by a court of law as having the duty of taking care of a person and managing the individual's property and rights.

Maximum Benefit means the maximum amount or the maximum number of days or treatments that are considered a Covered Expense by the Plan.

Medically Necessary / Medical Necessity means treatment, services, supplies, medicines, or facilities necessary and appropriate for the diagnosis, care, or treatment of an Illness or Injury that meet all of the following criteria as determined by the Plan:

- In accordance with *Generally Accepted Standards of Dental Practice*; and
- The health intervention is for the purpose of treating a dental condition; and
- It is the most appropriate supply or level of service, considering potential benefits and harm to the patient; and
- It is known to be effective in improving dental outcomes. For new interventions, effectiveness is determined by scientific evidence. For existing interventions, effectiveness is determined first by scientific evidence, then by professional standards, and finally by expert opinion; and
- It is cost-effective for a specific condition, compared to alternate interventions, including the option of no intervention. The term "cost-effective" does not necessarily mean for the lowest price; and
- It is not primarily for the convenience or preference of the Covered Person, of the Covered Person's family, or of any provider; and

- It is not Experimental, Investigational, cosmetic, or custodial in nature; and
- It is currently, or at the time the charges were Incurred, recognized as acceptable medical practice by the Plan.

The fact that a Dentist has performed, prescribed, recommended, ordered, or approved a service, Treatment Plan, supply, medicine, equipment, or facility, or the fact that such service is the only available procedure or treatment for a condition, does not, in itself, make the utilization of the service, Treatment Plan, supply, medicine, equipment, or facility Medically Necessary.

Medicare means the program of medical care benefits provided under Title XVIII of the Social Security Act, as amended.

Negotiated Rate means the amount that providers have contracted to accept as payment in full for Covered Expenses of the Plan.

Pediatric Dental Services means services provided to individuals under the age of 19.

Placed for Adoption / Placement for Adoption means the assumption and retention of a legal obligation for total or partial support of a Child in anticipation of adoption of such Child. The Child's placement with the person terminates upon the termination of such legal obligation.

Plan means the CLARK COUNTY, NEVADA Group Dental Benefit Plan.

Plan Participation means that the Covered Person and the Plan each pay a percentage of the Covered Expenses as listed on the Schedule of Benefits, after the Covered Person pays the Deductible(s).

Plan Sponsor means an employer who sponsors a group dental plan.

QMCSO means a Qualified Medical Child Support Order in accordance with applicable law.

Qualified means licensed, registered, and/or certified in accordance with applicable state law, and the particular service or treatment being provided is within the scope of the license, registration, and/or certification.

Retired Employee / Retiree means a person who was employed full-time by the employer who is no longer regularly at work and who is now retired under the employer's formal retirement program.

Third-Party Administrator (TPA) means a service provider hired by the Plan to process claims and perform other administrative services. The TPA does not assume liability for payment of benefits under this Plan.

Totally Disabled means, as determined by the Plan in its sole discretion:

- That an Employee is prevented from engaging in any job or occupation for wage or profit for which the Employee is qualified by education, training, or experience; or
- That a covered Dependent has been diagnosed with a physical, psychiatric, or developmental disorder, or some combination thereof, and as a result cannot engage in activities of daily living and/or substantial gainful activities that a person of like age and sex in good health can perform, preventing an individual from attaining self-sufficiency.

Treatment Plan means the Dentist's report to the Plan that:

- Lists the dental care recommended by the Dentist for the Covered Person; and
- Shows the Dentist's normal fee for each dental procedure; and
- Includes preoperative X-rays and all other diagnostic materials needed by the Plan; and
- Is prepared on a form acceptable to the Plan.

Usual and Customary means the amount the Plan determines to be the reasonable charge for comparable services, treatment, or materials in a Geographical Area. In determining whether charges are Usual and Customary, due consideration will be given to the nature and severity of the condition being treated and any medical complications or unusual or extenuating circumstances. **Geographical Area** means a zip code area, or a greater area if the Plan determines it is needed to find an appropriate cross-section of accurate data.

Waiting Period means the period of time that must pass before coverage becomes effective for an Employee or Dependent who is otherwise eligible to enroll under the terms of this Plan. Refer to the Eligibility and Enrollment section of this Plan to determine if a Waiting Period applies.

You / Your means the Employee.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

DATE: _____

ATTEST:

BY: _____
LYNN MARIE GOYA, County Clerk

ATTEST:

BY: _____
LYNN MARIE GOYA, County Clerk

ATTEST:

BY: _____
LYNN MARIE GOYA, County Clerk

ATTEST:

BY: _____
ANTON NIKODEMUS, Vice Chair

ATTEST:

BY: _____
JOHN ENTSMINGER

ATTEST:

BY: _____
DEANNA HUGHES

ATTEST:

BY: _____
ANA DIAZ

COUNTY OF CLARK

BY: _____
JAMES B. GIBSON, Chair
Board of County Commissioners

CLARK COUNTY WATER RECLAMATION DISTRICT

BY: _____
TICK SEGERBLOM, Chair
Board of Trustees

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

BY: _____
WILLIAM MCCURDY II, Chair
Board of Trustees

LAS VEGAS CONVENTION AND VISITORS AUTHORITY

BY: _____
JAMES B. GIBSON, Chair
Board of Directors

LAS VEGAS VALLEY WATER DISTRICT

BY: _____
MARILYN KIRKPATRICK, President
Board of Directors

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT

BY: _____
JUSTIN JONES, Chair
Board of Directors

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

BY: _____
JUSTIN JONES, Chair
Board of Commissioners

ATTEST:

BY: _____
FERMIN LEGUEN, M.D.
District Health Officer or Designee

ATTEST:

BY: _____
TRUDY CASEY

ATTEST:

BY: _____
LYNN MARIE GOYA, County Clerk

ATTEST:

BY: _____
TANAKA WILSON

ATTEST:

BY: _____
LYNN MARIE GOYA, County Clerk

ATTEST:

BY: _____
LAUREN PENA

APPROVED AS TO FORM:

STEVEN B. WOLFSON, District Attorney

BY: _____
LISA LOGSDON
County Counsel

SOUTHERN NEVADA HEALTH DISTRICT

BY: _____
MARILYN KIRKPATRICK, Chair
Board of Health

HENDERSON DISTRICT PUBLIC LIBRARIES

BY: _____
DAVID ORTLIPP, Chair
Board of Trustees

MOUNT CHARLESTON FIRE PROTECTION DISTRICT

BY: _____
ROSS MILLER, Chair
Board of Fire Commissioners

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

BY: _____
SHERIFF KEVIN MCMAHILL

MOAPA VALLEY FIRE PROTECTION DISTRICT

BY: _____
MARILYN KIRKPATRICK, Chair
Board of Fire Commissioners

EIGHTH JUDICIAL DISTRICT COURT

BY: _____
STEVEN GRIERSON
Court Executive Officer

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

October 3, 2023

Subject:
Amendment

Petitioner:
David L. Johnson, Deputy General Manager, Operations

Recommendations:
That the Board of Directors approve and authorize the President to sign an amendment to the Self--Funded Group Medical and Dental Benefits Preferred Provider Organization (PPO) Plan among Clark County, Clark County Water Reclamation District, University Medical Center of Southern Nevada, Las Vegas Convention and Visitors Authority, Las Vegas Valley Water District, Clark County Regional Flood Control District, Regional Transportation Commission of Southern Nevada, Southern Nevada Health District, Henderson District Public Libraries, Mount Charleston Fire Protection District, Las Vegas Metropolitan Police Department, Moapa Valley Fire Protection District and the Eighth Judicial District Court, adopting an amended Self-Funded Group Medical and Dental Benefits PPO Plan, effective January 1, 2024.

Fiscal Impact:
None by approval of the above recommendation.

Background:
The Self-Funded Group Medical and Dental Benefits PPO Plan (the Plan) was established in 1984 to provide group medical and dental benefits to the employees of Clark County and affiliated entities. Annually, the Plan is brought before the Board of Directors for approval.

The following are among the proposed modifications for the upcoming Plan Year, effective January 1, 2024:

- The addition of children under legal guardianship
- The removal of required spousal enrollment in other group insurance
- The removal of the $72K benefit limitation and age mandate from Autism benefits
- The addition of a 3rd-tier pharmacy benefit for GLP-1-FSA approved weight loss medication(s)
- The addition of Gene/Cell Therapy coverage
- The addition of SB 163 Legislative mandates
- The removal of a 60-day maximum from Inpatient Medical Rehabilitation coverage
- The removal of limitations from Partial Hospitalization coverage
- The addition of Residential Treatment Centers as a covered benefit

The amended Plan has been discussed with represented members, as required by governing bargaining agreements.

This amendment is being entered into pursuant to NRS 277.180 and Sections 1(13), 9(1) and 9(2) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this amendment.

JJE:DLJ:MEM:jp
Attachments: Amendment

AGENDA ITEM # 8

CLARK COUNTY
SELF-FUNDED GROUP MEDICAL AND DENTAL BENEFITS PLAN

Plan Document
Effective January 1, 202~~3~~4

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TABLE OF CONTENTS

INTRODUCTION

This Plan Document describes the medical and dental benefits available to Plan Participants who are eligible to participate in the Clark County Self-Funded Group Medical and Dental Benefits Plan, as effective January 1, 2024~~2~~. Coverage under the Plan will take effect for a Plan Participant when applicable waiting periods are satisfied, and eligibility requirements are met.

No oral interpretations can change this Plan. The Plan Administrator fully intends to maintain this Plan indefinitely; however, it reserves the right to terminate, suspend, discontinue, or amend the Plan at any time and for any reason. Changes in the Plan may occur in any or all parts of the Plan including but not limited to benefit coverage, deductibles, maximums, co-payments, exclusions, limitations, definitions, and eligibility.

Plan Participants enrolling in medical will automatically be enrolled in dental and vision. However, upon request Plan Participants may opt out of dental and/or vision. This document summarizes the Plan rights and benefits for Plan Participants who are expected to read the Plan Document to understand the plan, what is required, how to become eligible for benefits, and what steps to take to ensure receipt of those benefits.

Plan Participants will be provided a listing of the participating hospitals and physicians of the Preferred Provider Organization (PPO). At the time of service, it is the Plan Participant's responsibility to confirm with the medical provider and/or facility that they continue to participate in the PPO. A telephone number is provided on your Identification Card to contact the network to assist you with locating providers in your area. Additionally, The Clark County website, Employee and Retiree Health Benefits (clarkcountynv.gov) contains links to many online provider directories under the *Self-Funded PPO Network (Clark County Employees and Retirees Only)* option. Printed provider directories are also available to you free of charge; however, due to changes the printed directories become obsolete quickly.

The use of the PPO network and providers provides a higher level of benefits to Plan Participants. These participating hospitals and physicians of the network have agreed to extend a discount to Plan Participants who utilize their facilities. When claims for hospital services are processed, the amount of the discount will be shown on the Explanation of Benefits (EOB). This, of course, helps reduce the Plan Participant's liability for the cost of the services.

One of the advantages of a PPO network is the determination of what charge amounts are acceptable for benefit payment. As defined later in this document, *covered expenses* will be considered only up to the reasonable and customary charge for the geographic area in which the service is rendered. This means that if a PPO network physician bills an amount in excess of the reasonable and customary amount, Plan Participants cannot be billed for the excess charge.

In addition, the Plan provides an Out-of-Area benefit at the level shown in the Schedule of Medical Benefits to the following Plan Participants only in the event the Plan Participant uses a PPO network provider outside the State of Nevada, subject to prior approval:

- Plan Participants who reside outside the State of Nevada
- Plan Participants who reside within the State of Nevada, subject to prior approval
- Emergent services

All other Plan Participants will receive benefits at the Out-of-Network benefit when using a provider outside of the State of Nevada.

However, an out of network physician who bills an amount in excess of the reasonable and customary amount can bill Plan Participants for the excess charge. It is therefore to your benefit to use our PPO network. Excess charges will not be paid by the Plan. Excess charges paid by a Plan Participant are not considered towards annual deductibles and /or maximum out of pocket limits.

The Plan will pay benefits only for the expenses incurred while this coverage is in force. No benefits are payable for expenses incurred before coverage began or after coverage terminated, even if the expenses were incurred as a result of an accident, injury or disease that occurred, began, or existed while coverage was in force. An expense for a service or supply is incurred on the date the service or supply is furnished.

If the Plan is terminated, the rights of Plan Participants are limited to covered charges incurred before termination.

IT IS THE PARTICIPANT'S RESPONSIBILITY TO ENSURE ALL ELIGIBILITY REQUIREMENTS ARE MET, AND TO OBTAIN THE NECESSARY DOCUMENTATIONTO VERIFY ELIGIBILITY.

ELIGIBILITY PROVISIONS

Eligible Classes of Employees.
All Active and Retired Employees of the Employer who meet the eligibility requirements set forth herein.

Eligibility Requirements for Employee Coverage.
A person is eligible for Employee coverage from the first of the month following the day that he or she is:

1. A Full-Time, Active Employee of the Employer. An Employee is considered to be Full-Time if the employee routinely works in a position which is eligible for employer sponsored pension contribution, and the employee is on the regular payroll of the Employer for that work; and
2. Continuously employed for a period of fifteen (15) days as an Active Employee; not to exceed 45 days; or
3. A Retired Employee of the Employer who was covered on the Plan at the time they separated from active employment with the Employer; or
4. A surviving Spouse of a Retired Employee, provided such spouse was covered under the Plan at the time of the Retired Employee's death; or
5. In a class eligible for coverage under the terms of the Plan in effect prior to the Effective Date, who, within 31 days of the date of termination of employment, becomes an Employee of another public entity which provides coverage under the group health plan; or
6. Currently covered as a dependent spouse of an Employee or Retiree, and who was a former covered Employee or Retiree covered by the Plan and has remained continuously covered under the Plan at the time of the employee or retiree's termination of coverage, may revert to employee or retiree status within 31 days of such date of termination of coverage providing the member submits a completed enrollment form within that timeframe to Clark County Risk Management: or

   Recalled, after a reduction in force or layoff, for employment by an Employer, as defined by the Plan, as a full-time employee, and who has remained continuously covered by the Plan as a COBRA participant; or
7. A person is eligible for Employee Medical coverage if mandated by the Affordable Care Act. Employees who, at the time of hire, are classified as full-time employees who can reasonably be expected to work 30 hours per week or more will be eligible to enroll in a Medical plan as of their date of hire.

   Employees whose hours cannot be determined to be 30 hours per week or more will be classified as a Variable Hour Employee and have their hours tracked during an "Initial Measurement Period". That period will be the first 12 months of employment beginning the 1st of the month following their date of hire. If the employee averages at least 30 hours per week during the 12-month Initial Measurement Period, the employee will be offered Medical coverage for a 12-month period beginning the 1st of the month following 30 days after the end of the Initial Measurement Period. The employee must enroll in coverage according to Clark County requirements for coverage to become effective.

   Employees who have gone through an Initial Measurement Period will also have their hours averaged during the Standard Measurement Period. Hours will be calculated following the Standard Measurement Period and if an employee is determined to have worked 30 or more hours per week on average, they will be offered Medical coverage. The Office of Risk Management will notify these employees of their eligibility. Coverage will begin on January 1st following the Standard Measurement Period, providing the employee enrolls in coverage according to Clark County requirements. This 12-month period of coverage is referred to as the Standard Stability Period.

   Coverage will remain in effect for the entire 12-month Stability Period, providing the employee pays their portion of the premium, regardless of the number of hours the employee works during

the subsequent Standard Measurement Period. Coverage will remain in effect for each Standard

Stability Period providing the employee works a minimum of 30 hours per week on average during each Standard Measurement Period and pays the appropriate contribution.

The Plan Administrator may extend Plan coverage to employees who have been furloughed by a participating entity as a result of a decline in the economy or workload. The responsible entity shall continue to remit the full cost of the premium to the Plan for the period of time the member is furloughed. A member is eligible for continued coverage for a period not to exceed 24-months as a result of his/her furlough status. A member is considered in furlough status when he/she is in a continuous unpaid status for a specified period.

Special Provisions for Elected Officials

The following provisions shall apply concerning benefits for Elected Officials.

1. Elected Officials. Individuals who are elected to county office shall be considered Employees for purposes of this Plan during the term of their elected position.
2. Waiting Period. Elected Officials are not required to serve a waiting period.
3. Effective Date. Elected Officials and their eligible Dependents will be covered under this Plan effective on the date the official takes the oath of office, so long as the Elected Official complies with the Plan's Enrollment Requirements within 31 days of the date the oath of office is taken.

Special Provisions for Firefighters Transferring to an M-Plan

The following provisions shall apply concerning benefits for Employees who are Firefighters including Battalion Chiefs transferring to an M-Plan Position:

1. Waiting Period. A Firefighter described above is not required to serve a waiting period.
2. Actively at Work. A Firefighter described above and his or her Dependents must satisfy the Plan's requirements concerning actively at work and enrollment.
3. Partial Year Coverage. A Firefighter described above and his or her Dependents will be credited with expenses incurred during the partial calendar year prior to becoming covered under this Plan for purposes of the Plan's deductible requirements as if they had been covered under this Plan when such expenses were incurred.

A person eligible for Employee coverage must timely comply with all enrollment requirements in order to be covered by the Plan.

Dependent Eligibility

A Dependent is any one of the following persons:

1. A covered Employee's Spouse. The term "Spouse" shall mean the person recognized as the covered Employee's husband or wife under the laws of the state where the marriage was performed (celebrated). The Plan Administrator will require documentation proving a legal marital relationship. A Spouse who also qualifies as an eligible Employee will not be considered a Dependent for purposes of the Plan as long as such Spouse continues in the employment of the Employer.
2. A covered Employee's children from birth to the limiting age of 26 years. The term "children" shall include natural children, adopted children, children placed in the home for adoption or pursuant to an order establishing legal guardianship or legal custody, step- children, natural child of the covered grandfathered Domestic Partner, or children for whom a court has ordered coverage through a National Qualified Medical Child Support Order.

The Plan Administrator, at the administrator's discretion, may require documentation such as certified marriage certificates, grandfathered domestic partner registrations, divorce decrees, social security identification, tax returns, certified birth certificates, adoption decrees, or copies of certified court orders.

~~**Requirement for spousal enrollment in other group insurance.** If a spouse is covered as a dependent of an employee or retiree covered by the Clark County Self-Funded Health Benefits Plan, and the spouse is employed by a company that offers an employee health benefit plan, or a retiree health benefit plan as a retiree of another company, and he/she is eligible for any such (non-HMO) coverage at a monthly cost equal to or less than the current Clark County employee and spouse employee premium deduction rounded to the next lowest $5.00 increment for employee only, the spouse is required to enroll in such other employer sponsored program. If the spouse declines any other employer sponsored coverage, the Clark County Self-Funded Benefits Plan will provide coverage to the spouse at 20% of the Plan allowable, either the contracted rate or the reasonable and customary allowable when the contracted rate is not available, instead of the normal benefit payable for such service covered by the Clark County Self-Funded Plan.~~
~~If the dependent spouse of an employee misses his/her employer's open enrollment period for the calendar year for which the employee is enrolling the newly eligible dependent spouse in this coverage, the above benefit limitation will be waived for the first year of the dependent spouse's coverage, but not to exceed 12 months from the effective date of the dependent spouse's coverage with this Plan.~~

Guardianship/Legal Custody Children

This coverage is only available to those guardianship/legal custody children who the Employee covered as a dependent on ~~December 31, 2010~~January 1, 2024.. ~~*Guardianship/legal custody children who were not covered on December 31, 2010, are not eligible to be enrolled at a future date.*~~

Subject to the foregoing limitation, if a covered Employee or spouse is the court appointed Legal Guardian or has court ordered Legal Custody of a minor child or minor children, these children may be enrolled in this Plan as covered dependents until that minor reaches majority (age eighteen in Nevada) provided the child physically resides with the covered Employee or spouse and is claimed as a dependent on their tax return.

The plan shall require that the dependent be dropped from the coverage upon reaching majority as ineligible. In the case of extended guardianship (if applicable through state statutes), the Plan shall require copies of the new petition for extended guardianship and Letters of Guardianship issued as a result of this petition. The Plan Administrator shall also request annually a copy of the member's tax return transcript from the Internal Revenue Service verifying the continued dependency of the minor child covered by this Plan through court appointed guardianship/custody.

If both the father and mother are Employees, their children or guardianship/legal custody children will be covered as Dependents of one employee, but not of both.
OR
Child(ren) who are a covered dependent(s) of the Plan due to their relationship with a covered employee who later become a benefit eligible employee must obtain primary coverage from the Plan and drop their dependent status.

A covered Dependent child who is Totally Disabled, incapable of self-sustaining employment by reason of mental challenge or incapacitation or physical disability, primarily dependent upon the covered employee for support and maintenance and covered under the Plan when reaching age 26.

Documentation that a Dependent satisfies these conditions must be provided to the Plan Administrator within 31 days of the Dependent reaching age 26 or coverage will be terminated. The Plan Administrator may require, at reasonable intervals during the two years following the Dependent's reaching age 26, subsequent proof of the child's Total Disability and dependency.

After such two-year period, the Plan Administrator may require subsequent proof not more than once each year. The Plan Administrator reserves the right to have such Dependent examined by a Physician of the Plan Administrator's choice, at the Plan's expense, to determine the existence of such incapacity.

Ineligible for Dependent Coverage

These persons are excluded as Dependents:

- Individuals living in the covered Employee's home, but who are not eligible as defined;
- The legally separated or divorced/annulled former Spouse of the Employee;
- An Employee's Domestic Partner regardless of gender. Domestic Partners enrolled in the plan prior to January 1, 2018, will remain eligible;

- Parents of any Employee;
- Any person who is on active duty in any military service of any country;

- Any person who is covered or eligible for coverage under the Plan as an Employee;
- An Employee's spouse who is not a United States Citizen, unless the individual is a lawful resident actively seeking permanent residency in the United States; or
- Persons legally present in the United States on a temporary basis, including those on a temporary visa, are not eligible for dependent coverage on the Plan.

A spouse/grandfathered domestic partner or child of a covered dependent child will not be eligible for coverage under this Plan.

The phrase **child placed with a covered employee in anticipation of adoption** refers to a child whom the employee intends to adopt, whether the adoption has become final, who has not attained the age of eighteen (18) as of the date of such placement for adoption. The term "placed" means the assumption and retention by such employee of legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

The term **Legal Guardianship** is a relationship established by Court Order giving the Employee or Employee's spouse/grandfathered domestic partner the legal authority, and the corresponding duty, to care for the personal interests of a minor child, called a ward.

NOTE: Keeping an ineligible dependent *(spouse/grandfathered domestic partner or child)* enrolled is considered fraudulent eligibility. Such fraudulent eligibility would permit the Plan to dis-enroll the ineligible dependent from the Plan retroactively to the date the dependent became ineligible. In addition, the Plan retains the right to seek recovery, from the Employee or Retiree, of any amounts paid for claims made on behalf of the ineligible dependent and may seek other corrective and/or legal actions as deemed appropriate. An ineligible dependent is not eligible for COBRA upon disenrollment.

ENROLLMENT

An Employee must enroll for coverage by completing and signing an approved enrollment application. The covered Employee is also required to enroll for Dependent coverage.

Submission of this application is required before coverage will begin, even if the Employer provides coverage on a non-contributory basis.

The completed form must be received by the Plan Administrator no later than 31 days after the person becomes eligible for the coverage, or enrollment can only take place during the annual Open Enrollment period.

If enrolled, a family member of an Employee will become eligible for Dependent coverage on the first day that the Employee is eligible for Employee coverage and the family member satisfies all the enrollment and eligibility requirements for Dependent coverage.

At any time, the Plan may require proof that a Spouse or a child qualifies or continues to qualify as a Dependent as defined by this Plan.

Enrollment Requirements for Newborn Children

Newborn children will automatically be covered for the first 31 days following birth. **Coverage will cease beginning with the 32nd day unless the newborn child has been affirmatively enrolled as a Dependent in the plan by completing and submitting an approved enrollment change form by the end of the 60th day following the date of birth.** Additionally, the employee will be required to submit a certified copy of the birth certificate and social security card/number, either with the approved enrollment form or as soon as a copy can be obtained.

If the child is required to be enrolled and is not enrolled by the end of the 60th day following the date of birth, enrollment can only take place as provided in the Open Enrollment provisions and will be subject to the Plan's open enrollment limitations.

Enrollment Requirements for Newly Eligible Dependents

When an employee acquires eligible dependents through marriage, birth, legal guardianship or legal custody, adoption, or placement for adoption, they may add these dependents to their coverage by affirmatively requesting enrollment by the end of the 60th day following acquisition by completing and submitting an approved enrollment form. Additionally, the employee will be required to submit a copy of the applicable documentation (i.e., certified marriage certificate, certified adoption orders, certified birth certificate, certified order of legal guardianship or certified order of legal custody etc. A copy of the individuals social security card, or proof you have filed for it, is also required).

Enrollment is required regardless of whether you change enrollment tiers. If you are already enrolled in family coverage adding a child does not change your coverage tier, however, the new child must be affirmatively enrolled before coverage will be effective.

The Enrollment Period for newly eligible dependents is a period of 60 days and begins on the date of the marriage, birth, adoption, or placement for adoption. If the dependent is not enrolled by the end of the 60th day following the event, enrollment can only take place as provided in the Open Enrollment Provisions and will be subject to the Plan's Open Enrollment limitations.

Members shall have 90 days from the date of the Plan's receipt of the enrollment request, to provide a copy of the certified birth certificate, certified marriage certificate, or other necessary dependent documentation, as required by the Administrator, to verify dependent eligibility.

Members shall provide a new enrollment form and accompanying documentation to the Plan upon a dependent's change in status from legal guardianship to adoption within the time frames set forth above.

Enrollment Requirements for Dependents who suffer Involuntary Loss of Coverage

In the event an eligible dependent loses other group health insurance coverage involuntarily the employee may enroll such dependent within 31 days of such involuntary loss of coverage. To enroll the dependent, the employee must complete and submit an approved dependent enrollment/change form

within 31 days of such loss. Additionally, the employee will be required to submit a copy of verification of such loss from the former employer/plan administrator, and any other applicable documentation (i.e., certified marriage certificate, certified birth certificate, etc.). If the dependent, who suffers involuntary loss of coverage, is not enrolled within 31 days, enrollment may only take place as provided in the Open Enrollment Provisions.

Effective Dates for Special Enrollments

The effective date for dependents enrolled due to the events described above will be as follows:

1. In the case of marriage, the first of the month following the date the employee requests coverage for the spouse (signature date);
2. In the case of a Dependent's birth, as of the date of birth;
3. In the case of a Dependent's adoption or placement for adoption, the date the adoption is finalized, and the Child is physically residing in the member's home; or the date the child is placed for adoption, and is Physically residing in the member's home; or
4. In the case of the legal guardianship or legal custody of a Dependent, the date legal guardianship or legal custody was ordered by the Court and the Dependent is physically residing in the member's home; or
5. In the case of involuntary loss of coverage, the first of the month beginning after the date of the completed request for enrollment and supporting documentation is received, or the date of the loss of coverage, whichever is later.

Medicaid or State Child Health Insurance Plan (SCHIP)

An employee may change his or her election under the Plan if:

1. The employee's or dependent's Medicaid or State Child Health Insurance Plan (SCHIP) coverage is terminated as a result of loss of eligibility; or
2. The employee or dependent becomes eligible for a premium assistance subsidy under Medicaid or SCHIP.

An individual must request special enrollment within 60 days of a qualifying event involving Medicaid or SCHIP (loss of eligibility or premium assistance eligibility).

Enrollment Requirements for Retired Employees and Surviving Spouses of Retired Employees.

Employees who retire from participating Employers under the Plan, and the Retired Employee's dependents, are eligible to continue Plan coverage at the time of Retiree's retirement, on a contributory basis. To retain coverage upon retirement the Retiring Employee, or the Employee's spouse if the Employee is physically incapacitated, must make written application for continued Plan coverage within 31 days of retirement. Failure to make written application within 31 days of retirement will cause coverage to terminate.

Employees who retire from participating Employers under the Plan, and who did not elect to continue Plan coverage at the time of retirement, or the surviving spouse of such a Retired Employee who is deceased, may re-enroll in Plan coverage in January of any even numbered year as provided by Nevada Revised Statute 287.0205. Only a surviving spouse, who was a Plan Participant under the Plan at some point during the Retired Employee's lifetime, is eligible for enrollment under this provision.

Other Miscellaneous Enrollment Requirements

If two Employees (husband and wife) are covered under the Plan and the Employee who is covering the Dependent child terminates coverage, the Dependent coverage may be continued by the other covered Employee with no waiting period as long as coverage has been continuous.
Written notification of such change must be made within 31 days.

If a person covered under this Plan changes status from Employee to Dependent or Dependent to Employee, and the person is covered continuously under this Plan before, during and after the change in status, credit will be given for deductibles and all amounts applied to maximums.

Required Documentation for covered Employees and their covered Dependents

Covered Employees who wish to switch medical plans or add an eligible Dependent during annual open enrollment or due to a qualifying event shall have 90 days from the date of the Plan's receipt of the enrollment request, to provide a copy of the certified birth certificate, certified marriage certificate, or

other necessary dependent documentation, as required by the Administrator, to verify dependent eligibility. A copy of the Dependent's Social Security card, or proof you have filed for it, is also required.

Covered Employees who gain an eligible Dependent mid-year must add Dependents to their coverage by affirmatively requesting enrollment by the end of the 60th day following acquisition by completing and submitting an approved enrollment form. Additionally, the covered Employee will be required to submit a copy of the applicable documentation (i.e., certified marriage certificate, certified adoption orders, certified birth certificate, certified order of legal guardianship or certified order of legal custody etc. A copy of the Dependent's Social Security card, or proof you have filed for it, is also required).

The mid-year Enrollment Period for newly eligible Dependents is a period of 60 days and begins on the date of the marriage, birth, adoption, or placement for adoption. If the Dependent is not enrolled by the end of the 60th day following the event, enrollment can only take place as provided in the annual open enrollment Provisions and will be subject to the Plan's annual open enrollment limitations. Covered Employees shall have 90 days from the date of the Plan's receipt of the enrollment request, to provide a copy of the certified birth certificate, certified marriage certificate, or other necessary dependent documentation, as required by the Administrator, to verify dependent eligibility.

Timely Enrollment and Notification

The notification will be timely if the approved enrollment or change form is completed and is received by the Plan Administrator within the following time frames:

1. For New Employees the form must be received within 31 days after the person becomes eligible for the coverage, either initially or under a Special Enrollment Period.
2. For Newly eligible dependents the form must be received by the end of the 60th day following the date of the qualifying event.
3. For Employees and Retirees notification of an address change must be received within 31 days of the change of address.
4. For Retirees the form must be received within 31 days of retirement.

Disenrollment of Ineligible Dependents and Notification of Medicare Entitlement

You must notify your Employer within 31 days of a change in family status or when a covered dependent is no longer eligible for coverage or becomes eligible for other group health insurance coverage, or if there is a change in Medicare entitlement. This notification must be made by completing and submitting an approved change form to the Plan Administrator and/or providing appropriate documentation. The member's failure to timely notify the Employer as required by this section may result in disenrollment of the member. The member will be responsible for all expenditures incurred by both the Plan and their Employer as a consequence of the member's failure to provide the timely notification required by the Plan. These changes include, but are not limited to:

1. Date of death of spouse;
2. Effective date of the dissolution of marriage or final divorce decree;
3. Date of legal separation;
4. ~~Guardianship/legal custody children who are no longer legally or financially dependent on the employee;~~
5. ~~4.~~ Retiree or covered dependent of Retiree that becomes eligible or ineligible for Medicare; or
6. ~~5.~~ Employee changes family status (i.e., no eligible Dependents, eligible Spouse only, eligible Spouse and Children only, and eligible Children only).
7. ~~6.~~ Dependent is no longer an eligible dependent as defined by the plan.

Dual Choice of Health Care Benefits

If you live in an area served by the "Exclusive Provider Organization" (EPO), which has arranged with our group to make available to Employees a dual choice of health care benefits, you may enroll yourself and your eligible dependents for the benefits provided by the EPO, in place of this Plan's coverage. This choice is available to new Employees upon becoming eligible for coverage. For those already covered under our Plan, it will be possible to transfer to the EPO during established annual Open Enrollment periods.

An Employee who is enrolled in the EPO may transfer to the Plan's coverage at specified times as follows: (a) during the annual Open Enrollment periods, (b) the first of the month following your move out of the EPO service area, and (c) upon the EPO ceasing operation.

Effective Date
Effective Date of Employee Coverage. An Employee will be covered under this Plan as of the first day of the calendar month following the date that the Employee satisfies all the following:

1. The Eligibility Requirement;
2. The Enrollment Requirements of the Plan; and,
3. The appropriate premium has been paid

Effective Date of Dependent Coverage.
A Dependent's coverage will take effect on the first day of the month following notification the Eligibility Requirement is met; the Employee is covered under the Plan; and all Enrollment Requirements are met.

If the employee or dependent lost the other coverage as a result of the individual's failure to pay premiums or required contributions or for cause (such as making a fraudulent claim), that individual does not have a special enrollment right.

Open Enrollment Period
During the annual open enrollment period, covered Employees and their covered Dependents will be able to change health plans based on which benefits and coverage is right for them.

Benefit choices made during open enrollment period will become effective January 1st and remain in effect until the next January 1st.

A Plan Participant who switches health plans during open enrollment or due to a qualifying event must confirm their dependents meet the Self-Funded Plans definition of dependent eligibility. A copy of the certified birth certificate, certified marriage certificate, or other necessary dependent documentation, as required by the Administrator, must be provided to verify dependent eligibility. A copy of the Dependent's Social Security card, or proof you have filed for it, is also required.

A Plan Participant who fails to make an election during open enrollment will automatically retain his or her present coverage. Plan Participants will receive detailed information from their Employer.

Retirees who reinstate coverage through the County sponsored EPO benefit plan, may switch to the Clark County Self-Funded Program during the annual Open Enrollment period, or due to a HIPAA qualified event.

Employees and/or Dependents Enrolling as Late Participants
Employees who have previously waived their group health insurance may elect to enroll during the annual open enrollment period for the following calendar year.

Retiree Reinstatement
Retirees of a Plan Participant Employer are eligible to re-instate coverage with this Plan in January of an even numbered year, as provided by NRS 287.0205, so long as:

1. The retiree was covered by the Plan on the last day of his or her active employment with the Participant Employer;
2. The Participant Employer was the retiree's last public employer;
3. The retiree has retired into a defined benefit retirement plan, sponsored by the Participant Employer, including but not limited to PERS; and
4. The retiree complies with the requirements of NRS 287.0205 to seek reinstatement.

This provision shall be interpreted and applied in harmony with NRS 287.0205 and where NRS 287.0205 is in conflict with this provision, NRS 287.0205 will control, being interpreted to extend to the retirees of the Non-PERS participating Employers who are Participant Employers under this Plan.

Retiree/Dependent Reinstatement Enrollment:
The following enrollment process must be completed, and documentation received by Clark County Risk Management no later than January 31st, of an even numbered year.

1. Completion of Health Benefit Enrollment form. If retiree requests reinstatement of previously covered dependents, a copy of the certified marriage certificate for the spouse and copy of the certified birth certificate for each child being reinstated will be required.
2. Coverage will be effective March first of an even numbered year following completion and receipt of the Plan approved enrollment form, and any applicable dependent records. PERS will be notified regarding applicable premium deduction from the retiree's monthly retirement check. Non-PERS participating Employers shall collect retiree premiums on behalf of the Plan and deliver the premium payments to the Plan on behalf of the Non-PERS retirees.

Retirees may not participate as the subscriber in both the Public Employees Benefit Plan, and a Clark County & Affiliated Entity sponsored benefit program.

Section 125 Tax Regulations on This Plan

The Plan Administrator has chosen to administer this Plan in accordance with Section 125 regulations of the Internal Revenue Code. Per this regulation, by electing a pre-tax benefit, the Participant agrees to pretax salary reduction put toward the cost of his or her benefits.

Coverage Elections: Per Section 125 regulations, Participants are generally allowed to enroll for or change coverage only during each annual enrollment period. However, exceptions are allowed if the Plan Administrator agrees, and the Participant enrolls for or changes coverage within 31 days (unless otherwise stated below) of the date the Participant meets the criteria shown below. The change must be consistent with the event.

Change of Status: A change in status is defined as:

- Change in legal marital status due to marriage, death of a spouse, or divorce; *
- Change in employment status of employee, spouse or dependent due to termination or start of employment, strike, lockout, beginning or end of unpaid leave of absence, including under the Family and Medical Leave Act (FMLA), or change in worksite;
- Changes in employment status of employee, spouse or dependent resulting in eligibility or ineligibility for coverage;
- Changes which cause a dependent to become eligible or ineligible for coverage; and*
- Change in residence from the network coverage area.

**The Enrollment Period for newly eligible dependents is a period of 60 days and begins on the date of the marriage, birth, adoption or placement for adoption. Refer to Enrollment section for details.*

Court Order: A change in coverage due to and consistent with a court order of the employee or other person to cover a dependent.

Change in Cost of Coverage: If the cost of benefits increases or decreases during a benefit period, the Plan Administrator may, in accordance with plan terms, automatically change the Participant's elective contribution.

When the change in cost is significant, the Participant may either increase his or her contribution or elect less-costly coverage. When a significant overall reduction is made to the benefit option the Participant has elected, the Participant may elect another available benefit option. When a new benefit option is added, the Participant may change his or her election to the new benefit option.

Changes in Coverage of Spouse or Dependent Under Another Employer's Plan: The Participant may make a coverage election change if the plan of the Participant's Spouse or Dependent: (a) incurs a change such as adding or deleting a benefit option; (b) allows election changes due to Special

Enrollment, Change in Status, Court Order or Medicare or Medicaid Eligibility/Entitlement; or (c) this Plan, and the other plan have different periods of Coverage or open enrollment periods.

Revocation Due to Reduction in Hours: The Participant may revoke coverage under this Plan if he or she experiences a change in employment status so that the Participant is reasonably expected to average less than 30 hours of service per week, even if such a change does not cause the Participant to be ineligible, and the revocation of the election of coverage corresponds to the intended enrollment of the Participant and his or her dependents in another plan that provides minimum essential coverage with an effective date no later than the first day of the second month following the date coverage under this Plan is revoked.

Revocation Due to Enrollment in a Qualified Health Plan: The Participant may revoke coverage under this Plan if he or she is eligible for a Special Enrollment Period in a Qualified Health Plan through a Marketplace or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period and the revocation of the election of coverage corresponds to the intended enrollment of the Participant and his or her dependents in a Qualified Health Plan through a Marketplace for new coverage with an effective date no later than the day immediately following the last day of coverage under this Plan.

There may be additional situations that qualify for a special enrollment opportunity. Contact the Plan Administrator for additional details.

TERMINATION OF BENEFITS

When Employee Coverage Terminates

Employee coverage will terminate on the earliest of these dates. A covered Employee may be eligible for COBRA continuation coverage except in certain circumstances. For a complete explanation of when COBRA continuation coverage is available, what conditions apply and how to select it, see the section entitled Continuation of Coverage.

1. The date the Plan is terminated.
2. The last day of the calendar month in which the covered Employee ceases to be in one of the Eligible Classes. This includes death or termination of employment of the covered Employee. (See the Continuation of Coverage section)
3. The end of the period for which the required contribution has been paid if the charge for the next period is not paid when due.

Good Faith Reliance upon Information Provided

The Employer has issued coverage in reliance upon the truth and accuracy of all information furnished to the Employer and to the Plan Administrator by the employee/retiree and their claimed dependents. In the event any such information is determined to have been untrue, inaccurate, or incomplete, the Plan Administrator shall have the right to declare coverage for the employee/retiree or their claimed dependents null and void as of the original effective date of coverage. Any misuse of a Plan Participant's identification, membership information, or misrepresentation of information deemed by the Plan Administrator to be material to Plan coverage or payment, whether the misrepresentation is by omission or commission, will be grounds for dis-enrollment of the employee/retiree and their claimed dependents from this coverage. The member will be responsible for full reimbursement to the Plan and to their Employer for any expenditure made by the Plan or the Employer in reliance upon such misrepresentations. Said reimbursement must be made within 31 days of the member's receipt of notification of the amount of the expenditure owed. Failure to make timely reimbursement will be further grounds for dis-enrollment and may result in a civil action or referral for criminal prosecution. If dis-enrolled under this provision of the Plan the employee and the employee's dependents may not be eligible for future Open Enrollment.

Continuation During Periods of Employer-Certified Disability, Leave of Absence or Layoff A person may remain eligible for a limited time if active, full-time work ceases due to disability, leave of absence or layoff. This continuance will end as follows:

1. ***For disability leave only*:** the date the Employer ends the continuance.
2. ***For leave of absence or layoff only*:** the end of the six (6) calendar month period that next follows the month in which the person last worked as an Active Employee. Any Employee on authorized leave without pay, who fails to make premium payments as required by the Employer, will have coverage under the Group Plan terminated on the first date for which no premium payments have been paid.

While continued, coverage will be that which was in force on the last day worked as an Active Employee. However, if benefits reduce for others in the class, they will also reduce for the continued person.

Rehiring a Terminated Employee

A terminated Employee who is rehired within 30 days of termination will have their previous elections reinstated. If the rehire date is after 30 days from the date of termination, the rehired employee will be treated as a new hire and be required to satisfy all Eligibility and Enrollment requirements.

When Dependent Coverage Terminates

A Dependent's coverage will terminate on the earliest of these dates. A covered Dependent may be eligible for COBRA continuation coverage except in certain circumstances. For a complete explanation of when COBRA continuation coverage is available, what conditions apply and how to select it, see the section entitled Continuation of Coverage:

1. The date the Plan is terminated.
2. The date that the Employee's coverage under the Plan terminates for any reason including death.

(See the Continuation of Coverage section.)

3. The date Dependent coverage is terminated under the Plan.
4. On the last day of the calendar month that he or she ceases to be a Dependent as defined by the Plan. (See the Continuation of Coverage section.)
5. The end of the period for which the required contribution has been paid if the charge for the next period is not paid when due.
6. The end of the 90-day period following the Administrator's initial request for certified birth certificates, certified marriage certificates or other necessary dependent documentation.

Extension of Benefits

In the event coverage terminates for any reason while benefits are being paid, and it is established that:

1. You or your Dependent was totally disabled when such coverage terminated; and
2. You provide a statement from a physician verifying the disability, and your disability was certified by our utilization review company; and
3. Expenses are incurred in connection with the accident or illness causing such total disability; and
4. The total Maximum Annual Benefit Amount of benefits has not been paid.

Benefits with respect to expenses incurred in connection with the injury or illness causing such disability will be continued during such total disability until either:

1. Twelve months from the date on which coverage terminated;
2. The total Maximum Annual Benefit Amount has been paid;
3. The Employee or Dependent ceases to be totally disabled; or
4. Termination of the Plan, whichever occurs first.

Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) provides leaves of absence up to 12 weeks for the birth or adoption of a child, care of an immediate family member with a serious health condition, or because of the employee's inability to perform the functions of his or her job due to the employee's own serious health condition. Health coverage benefits during your approved leave of absence under The Family and Medical Leave Act will continue as long as you pay any required contributions. If you do not return to work at the end of an approved leave, you will be required to reimburse the employer the difference between any required contributions and the total monthly premium.

It is the employee's responsibility to request leave under the FMLA and to comply with all requests for information, such as medical certifications, made by your employer. When the need for leave is foreseeable, the employee must provide reasonable prior notice and make efforts to schedule leave so as not to disrupt company operations. If you have any questions concerning your rights under the Family and Medical Leave Act, or your employer's responsibilities under the Act, please contact the Office of Risk Management.

***Service Member Family Leave*:** An eligible employee who is the spouse, son, daughter, parent, or next of kin of a service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to 26 weeks of leave in a single 12-month period to care for the service member. This leave is available during a "single 12-month period" during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA Leave combined.

Military Leave of Absence

(The Uniformed Services Employment and Reemployment Rights Act of 1994)

In the event an employee is called to active duty, he may elect to continue Plan coverage for up to 24 months, beginning on the date the employee's absence starts. The employee may be required to pay up to 102% of the full premium cost for continuation coverage, except a person on active duty for 30 days or less will not be required to pay more than the employee's share, if any, for the coverage. These rights apply only to employees and their dependents covered under the Plan before leaving for military service. If you have any questions regarding military leave of absence, continuation of coverage, the cost of continued coverage or the maximum period of such coverage, please contact the Office of Risk Management.

If your participation in this Plan is terminated by reason of service in the uniformed services, your coverage will be reinstated upon re-employment without any exclusions or waiting periods that would not have applied if coverage had not been terminated. However, applicable exclusions may be imposed with respect to coverage of any illness or injury determined by the Secretary of Veterans Affairs to have been incurred or aggravated during service in the military.

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; the commissioned corps of the Public Health Service; and any other category of person designated by the President in time of war or national emergency. Military fitness examinations also are considered service in the uniformed services. ROTC members are in uniformed services.

CONTINUATION OF COVERAGE

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that continuation of employer-sponsored health care coverage be made available to formerly covered employees and dependents for a specified period of time at their own expense.

The COBRA regulations gives certain persons the right to continue their health care benefits beyond the date that they might otherwise terminate. The entire cost (plus the administration fee allowed by law) must be paid by the continuing person. Coverage will end if the covered individual fails to make timely payment of premiums.

Complete instructions on COBRA will be provided by the Plan Administrator to Plan Participants who become qualified beneficiaries under COBRA.

Plan Administrator - The plan administrator is CLARK COUNTY RISK MANAGEMENT; P.O. Box 551711, Las Vegas, NV 89155-1711; (702) 455-4544. The Plan Administrator is responsible for administering COBRA continuation coverage.

For notification purposes, employees should contact their individual Employer/Affiliate as listed on the back cover of this plan document.

Under federal COBRA law, should you lose your group health insurance because of one of the below listed qualifying events, covered employees and covered family members (called qualified beneficiaries) will be offered the opportunity for a temporary extension of health coverage (called "Continuation Coverage) at group rates which you will be required to pay. This notice is intended to inform all plan participants, in a summary fashion of your potential future options and obligations under the continuation coverage provisions of federal law. Should an actual qualifying event occur in the future, the plan administrator will send you additional information and the appropriate election notice at that time. **Please take special note, however, of your notification obligations and procedures which are highlighted in this description!**

Qualifying Events For A Covered Employee - If you are the covered employee, you will become a qualified beneficiary and have the right to elect this health plan continuation coverage **if** you lose your group health coverage because of a termination of your employment (for reasons other than gross misconduct on your part) or a reduction in your hours of employment.

Qualifying Events For A Covered Spouse - If you are the covered spouse of an employee, you will become a qualified beneficiary and have the right to elect this health plan continuation coverage for yourself if you lose group health coverage because of any of the following reasons:

(1) A termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment;
(2) The death of your spouse;
(3) Divorce or, if applicable, legally separate from your spouse; or
(4) Your spouse becomes enrolled in Medicare (Part A, Part B, or both).

Qualifying Events For Covered Dependent Children - If you are the covered dependent child of an employee, you will become a qualified beneficiary and have the right to elect continuation coverage for yourself if you lose group health coverage because of any of the following reasons:

(1) A termination of the parent-employee's employment (for reasons other than gross misconduct) or reduction in the parent-employee's hours of employment;
(2) The death of the parent-employee;
(3) Parent's divorce or, if applicable, legally separate;
(4) The parent-employee becomes enrolled in Medicare (Part A, Part B, or both); or
(5) You cease to eligible for coverage as a "dependent child" under the terms of the health plan.

PROTECT YOUR GROUP HEALTH INSURANCE CONTINUATION COVERAGE RIGHTS!
EMPLOYEE/QUALIFIED BENEFICIARY 60 DAY NOTIFICATION REQUIREMENT!

Under group health plan rules and COBRA law, the employee, spouse, or other family member has the responsibility to notify the benefits department of their own employer/affiliate of a divorce, legal separation, or a child losing dependent status under the plan. Please read the Termination of Benefits section of this document for specific information on when a dependent cease to be a dependent under the terms of the plan. To protect your continuation coverage rights in these two situations, this notification must be made within 60 days from whichever date is later, the date of the event or the date on which health plan coverage would be lost under the terms of the insurance contract because of the event. Procedures for making proper and timely notice are as outlined on in the Eligibility and Enrollment sections of this plan document.

If this notification is not completed according to the outlined procedures and within the required 60-day notification period, then rights to continuation coverage will be forfeited. In addition, keeping an individual covered by the health plan beyond what is allowed by the plan may be considered insurance fraud on the part of the employee.

If the qualifying event is a termination of employment, reduction in hours, death, enrollment in Medicare (Part A, Part B, or both), or if retiree coverage is provided, the employer will notify the Plan Administrator within 30 days following the date coverage ends.

Election Period and Coverage - Once the plan administrator learns a qualifying event has occurred, the plan administrator will notify qualified beneficiaries of their rights to elect continuation coverage. Each qualified beneficiary has independent election rights and will have 60 days to elect continuation coverage. The 60-day election window is measured from the later of the date health plan coverage is lost due to the event or from the date of notification. This is the maximum period allowed to elect continuation coverage as the plan does not provide an extension of the election period beyond what is required by law. For each qualified beneficiary who elects group health insurance continuation coverage, coverage will begin on the date that coverage under the plan would be lost because of the event. If a qualified beneficiary does not elect continuation coverage within this election period, then rights to continue health insurance will end and they cease to be a qualified beneficiary.

If a qualified beneficiary elects continuation coverage, they will be required to pay the entire cost for the health insurance, plus a 2% administration fee. Clark County is required to provide the qualified beneficiary with coverage that is identical to the coverage provided under the plan to similarly situated non-COBRA participants and/or covered dependents. Should coverage change or be modified for non-COBRA participants, then the change and/or modification will be made to your coverage as well. *Initial premium is due no later than 45 days after electing COBRA coverage. Subsequent premium payments are due on the 1st of each month and will be considered late if not received or post-marked by the 30th day after the due date. Payment is considered not received if a check is returned for insufficient funds.*

Length of Continuation Coverage - 18 Months. If the event causing the loss of coverage is a termination of employment (other than for reasons of gross misconduct) or a reduction in work hours, then each qualified beneficiary will have the opportunity to continue coverage for 18 months from the date of the qualifying event. Exception: If you are participating in a health flexible spending account at the time of the qualifying event, you will only be allowed to continue the health flexible spending account until the end of the current plan year in which the qualifying event occurs.

Social Security Disability Extension - The 18 months of continuation coverage can be extended for an additional 11 months of coverage, to a maximum of 29 months, for all qualified beneficiaries if the Social Security Administration determines a qualified beneficiary was disabled according to Title II or XVI of the Social Security Act on the date of the qualifying event or at any time during the first 60 days of continuation coverage. It is the qualified beneficiaries' responsibility to obtain this disability determination from the Social Security Administration and provide a copy of the determination to Clark County, Nevada according to the below listed notification procedures within 60 days after the date of determination and

before the original 18 months expire. In general, if coverage is extended due to a Social Security Disability, premium rates will be raised to 150% of the applicable rate.

Secondary Event Extension - Another extension of the 18 or above mentioned 29-month continuation period can occur, if during the 18 or 29 months of continuation coverage, a second qualifying event takes place such as a divorce, legal separation, death, Medicare entitlement, or a dependent child ceasing to be a dependent. If a second event occurs coverage will be extended to 36 months from the date of the original qualifying event date for eligible dependent qualified beneficiaries. It is the qualified beneficiaries' responsibility to notify Clark County, Nevada according to the below listed notification procedures within 60 days of the second event and within the original 18- or 29-month continuation timeline. In the case of a newborn or adopted child that is added to a covered employee's continuation coverage, then the first 60 days of continuation coverage for the newborn or adopted child is measured from the date of the birth or the date of the adoption. In no event, however, will continuation coverage last beyond three years (36 months) from the date of the event that originally made the qualified beneficiary eligible for continuation coverage. A reduction in hours followed by a termination of employment is not a second event.

Social Security Disability/Second Qualifying Event Notification Procedures - See prior paragraph.

Length of Continuation Coverage - 36 Months. If the original event causing the loss of coverage was the death of the employee, divorce, legal separation, Medicare entitlement, or a dependent child ceasing to be a dependent child under the elected plan, then each dependent qualified beneficiary will have the opportunity to continue coverage for 36 months from the date of the qualifying event.

Eligibility and Premiums - A qualified beneficiary does not have to show they are insurable to elect continuation coverage; however, they must have been actually covered by the plan on the day before the event to be eligible for continuation coverage. An exception to this rule is if while on continuation coverage a baby is born to or adopted by a covered employee qualified beneficiary. If this occurs, the newborn or adopted child can be added to the plan and will gain the rights of all other qualified beneficiaries. The COBRA timeline for the newborn or adopted child is measured from the date of the original qualifying event. Procedures and timelines for adding these individuals can be found in your benefits booklets and must be followed. The plan administrator reserves the right to verify continuation eligibility status and terminate continuation coverage retroactively if a qualified beneficiary is determined to be ineligible or if there has been a material misrepresentation of the facts.

A qualified beneficiary will have to pay all of the applicable premium plus a 2% administration charge for continuation coverage. These premiums will be adjusted during the continuation period if the applicable premium amount changes. In addition, if continuation coverage is extended from 18 months to 29 months due to a Social Security disability, Clark County can charge up to 150% of the applicable premium during the extended coverage period. Qualified beneficiaries will be allowed to pay monthly. In addition, there will be a maximum grace period of 30 days for the regularly scheduled monthly premiums.

Cancellation Of Continuation Coverage - The law provides that if elected and paid for, your continuation coverage will end prior to the maximum continuation period for any of the following reasons:

1. Clark County and/or Affiliates ceases to provide any group health plan to any of its employees;
2. Any required premium for continuation coverage is not paid in a timely manner;
3. A qualified beneficiary first becomes, after the date of COBRA election, covered under another group health plan that does not contain any exclusion or limitation with respect to any pre-existing condition of such beneficiary other than such an exclusion or limitation which does not apply to or is satisfied by such beneficiary by reason of the Health Insurance Portability and Accountability Act;
4. A qualified beneficiary first becomes, after the date of COBRA election, entitled to Medicare;
5. A qualified beneficiary extended continuation coverage to 29 months due to a Social Security disability and a final determination has been made that the qualified beneficiary is no longer

disabled;

6. A qualified beneficiary notifies The Plan Administrator they wish to cancel continuation coverage.
7. For cause, on the same basis that the plan terminates the coverage of similarly situated non-COBRA participants.

Should continuation coverage be terminated for one of the above reasons, a notice will be sent to you at that time outlining any available health coverage options that may be available to you.

Notification of Address Change - In order to protect your group health insurance continuation coverage rights and to ensure all covered individuals receive information properly and efficiently, you are required to notify Clark County or your employer's benefits office of any address change as soon as possible. Failure on your part to do so will result in delayed notifications or a loss of continuation coverage options. If any of your covered dependents do not live at your same address, please notify your benefits office immediately.

Should an actual qualifying event occur, and it is determined that you are eligible for continuation; you will be notified of all your actual rights at that time. Should you have any questions regarding the information contained in this notice, you should contact Clark County Risk Management or your employer's benefit office, or you may contact the Centers for Medicare and Medicaid (CMS) via email at phig@cms.hhs.gov or call toll free at 1-877-267- 2323, option #4, extension 61565.

Note: Payment will not be considered made if a check is returned for non-sufficient funds.

The Plan Administrator reserves the right to terminate Plan coverage retroactively to the date the employee or covered dependent lost their eligibility under the terms of the employer-sponsored health care plan. This section of the Plan Document is a summary of a very complicated law. In the event of any inconsistency between this Notice and federal law, federal law will take precedence.

IF YOU HAVE QUESTIONS

If you have questions about your COBRA coverage, you should contact The COBRA Administrator or you may contact the Centers for Medicare and Medicaid (CMS) via email at phig@cms.hhs.gov or call toll free at 1-877-267-2323, option #4, extension 61565.

You may also visit the COBRA section on the CMS website:

https://www.cms.gov/CCIIO/Programs-and-Initiatives/Other-Insurance-Protections/cobra_fact_sheet.html

Keep Your Plan Informed of Address Changes
In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the address of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

COORDINATION OF BENEFITS PROVISION

The purpose of this Plan is to provide you with reimbursement of your covered medical and dental expenses based on the description of coverage as outlined in the booklet. In the event that you or any of your covered dependents incur expenses for which benefits are payable under this Plan and at the same time benefits are payable under any other plan, this Plan will coordinate benefits. In coordinating benefits, this Plan will be either primary or secondary depending on the rules below.

- When this Plan is primary, it will pay the Reasonable and Customary Charge without regard to the other plan's payment.
- When this Plan is secondary, it will pay the Reasonable and Customary Charge after the other plan has paid as well as subtract the other plan's payment. In addition, this Plan will calculate the Reasonable and Customary Charge to include your cost sharing responsibility associated with the other plan's payment. If this Plan pays secondary, in no event will the Plan's calculation of the Reasonable and Customary Charge exceed the amount this Plan would have paid if it were primary.

If a covered dependent has pharmacy benefits through their primary health benefit plan, they must utilize the benefits of the primary pharmacy benefit first. This pharmacy benefit does not coordinate with the primary pharmacy benefit plan.

For a charge to be allowable it must be a Reasonable and Customary Charge and at least part of it must be covered by one of the Group Plans covering the person for whom the claim is made. In the case of a contracted provider, the Plan will allow up to the Clark County Self-Funded contracted rate. When this Plan is the secondary Plan, this Plan will allow for the reimbursement of the primary carrier's preferred provider co-payment, not to exceed this Plan's contracted rate when applicable, or the reasonable and customary allowable, excluding services provided at University Medical Center in Las Vegas.

In the case of HMO (Health Maintenance Organization) and Medicare plans: This Plan will not consider any charges in excess of what an HMO or Medicare provider has agreed to accept as payment in full. Also, when an HMO or Medicare pays its benefits first, this Plan will not consider as an allowable charge any charge that would have been covered by the HMO or Medicare had the Plan Participant used the services of an HMO or Medicare provider.

In the case of service type plans where services are provided as benefits, the reasonable cash value of each service will be the allowable charge.

Some examples of other types of coverage with which benefits will be coordinated are:

- Any policy of insurance through an insurance company, including individual coverage.
- Any insurance or any other arrangement of benefits for individuals of a group, including coverage for students sponsored by or provided through a school or other educational institution.
- Any pre-payment coverage or any other coverage toward the costs of which any employer makes contributions or payroll deductions or any labor union makes contributions.
- Any governmental program or coverage required by statute, including Medicare.
- Liability, homeowners, or automobile insurance, which is subject to any Motor Vehicle Financial Responsibility Law. This Plan shall have secondary liability for those medical expenses incurred as a result of a motor vehicle accident, on behalf of a Plan Participant subject to any state automobile insurance law, regardless of the terms and conditions of any specific automobile policy. Furthermore, if a Plan Participant has no personal injury protection or medical benefits coverage, in a state where such coverage is mandated, coverage under this Plan shall be reduced by the minimum coverage requirement of the state with jurisdiction. In addition to the above, for those Plan Participants subject to the law of any state which permits issuance of a state mandated motor vehicle policy with an optional high personal injury protection deductible, this Plan shall not recognize as a covered expense, the personal injury protection deductible selected by any Plan Participant. Such deductible amount shall be the direct responsibility of the Plan Participant.

Order of Benefit Determination

The following rules are used to establish the order of benefit determination for medical and/or dental claims when this plan and another plan cover the same individual. A plan that does not contain a coordination of benefits provision will automatically be the primary payer.

Non-Dependent or Dependent – The Plan covering the person other than as a dependent (for example, as an employee, subscriber, or retiree) is the primary plan, and the plan covering the person, as a dependent is the secondary plan. Medicare rules provide one exception to this rule. If the person is a Medicare beneficiary and covered as a dependent by a group health plan, then Medicare is

Secondary to the plan covering the person as a dependent of an active employee.

Employee or Retiree – If an individual is covered under one plan as an employee and another plan as a retiree, the employee plan is primary. However, if an individual is covered both as a retiree under one plan and as a dependent under a spouse's employee plan, order of benefit determination is that the retiree plan pays first, and the dependent plan pays second.

Continuation Coverage (COBRA) – If an individual has continuation coverage under the federal COBRA law or state continuation laws and is covered under another group health plan as an employee or retiree, then the continuation coverage pays second.

Coverage for Employees and Dependents over the age of 65 – If you are an active employee over age 65, the Clark County Self-Funded Group Medical and Dental Benefits Plan will be the primary payer of benefits and Medicare will be secondary until retirement.

Coverage for Retirees and Dependents (including Permanently Disabled Dependents of a Retiree) – If you or your Dependents reach age 65 or become eligible to enroll in Medicare Part A or Parts A and Part B, this Plan will pay as secondary to Medicare for medical claims regardless of your or your Dependents actually enroll in Medicare Part A and/or Part B. The Plan will pay for outpatient prescription drug coverage in accordance with the Employer Group Waiver Plan (EGWP) section of the Prescription Drug Expense Benefit Provision. The specific rules establishing the order of benefit determination for a child covered under more than one plan are as follows:

Birthday Rule – The primary plan is the plan of the parent whose birthday is earlier in the year, if the parents are married or if a court order awards joint custody without specifying which parent has responsibility for providing health care coverage. If both parents have the same birthday, the benefits of the benefit plan which has covered the patient for the longer time are determined before those of the benefit plan which covers the other parent.

Court Order – If a court order specifies that one parent is responsible for health coverage, then the plan of that parent will be the primary plan.

Parents Are Separated Or Divorced Or Deceased – In the absence of a specific court order the order of benefit determination is as follows:

- The plan of the custodial parent.
- The plan of the spouse of the custodial parent.
- The plan of the noncustodial parent.
- The plan of the spouse of the noncustodial parent.

Adult Child – If an adult child is covered as a dependent child under this plan and is married or has a grandfathered domestic partner and covered under the spouse's or grandfathered domestic partner's group health plan, the spouse/grandfathered domestic partner plan will be the primary plan.

When the above referenced rules fail to establish an order of benefit determination, the plan that has covered the person for the longer period of time is the primary payer.

When the coordination of benefits provisions of the plan are valid under the applicable law and conflict with the coordination of benefits provisions of this Plan, then the benefits payable under this Plan will be reduced to the amount which would be paid in equal proportion by each plan (50/50 compromise). Benefits will be further reduced to the extent necessary so that the sum of such benefits will not exceed the total allowable expenses

If a Plan Participant is under a disability extension from a previous benefit plan, that benefit plan will pay first and this Plan will pay second.

If a Plan Participant is covered as retired member by this Plan and as a retired member by another plan, the plan that covered the member as a retiree the longest will pay first.

Whenever payments that should have been made under this Plan were made by another plan, this Plan shall have the right, exercisable alone and at its sole discretion, to reimburse the other plan in the amount that would have been paid by this Plan. Such reimbursement shall be deemed payment for covered services and the Plan shall be fully discharged from liability.

~~**Requirement for Spousal Enrollment in Other Group Insurance**~~

~~If a spouse is covered as a dependent of an employee or retiree under the Clark County Self-Funded Health Benefit Plan and has access to a non-HMO health benefit plan through his or her own employer or former employer at a monthly cost equal to or less than the current Clark County employee and spouse employee premium deduction rounded to the next lowest $5.00 increment for employee only, the spouse is required to enroll in such other employer sponsored program.~~

~~If the spouse declines any other employer-sponsored coverage, this Plan will provide coverage to the spouse at 20% of the Plan's regular allowable, either the contracted rate or the reasonable and customary allowable when the contracted rate is not available.~~

~~If the dependent spouse of an employee misses his/her employer's open enrollment period for the calendar year for which the employee is enrolling the newly eligible dependent spouse in this coverage, the above benefit limitation will be waived for the first year of the dependent spouse's coverage. Such waiver will not exceed 12 months from the effective date of the dependent spouse's coverage with this Plan.~~

Coordination with Medicare

Entitlement to Medicare Coverage: Generally, anyone age 65 or older is entitled to Medicare coverage. Anyone under age 65 who is entitled to Social Security Disability Income Benefits is also entitled to Medicare coverage after a waiting period.

Medicare Participants May Retain or Cancel Coverage Under This Plan: If you, your covered Spouse or Dependent Child becomes covered by Medicare, whether because of end-stage renal disease (ESRD), disability, or age, you may either retain or cancel your coverage under this Plan. If you and/or any of your Dependents are covered by both this Plan and by Medicare, as long as you remain actively employed, your medical expense coverage will continue to provide the same benefits and your contributions for that coverage will remain the same with the exception of members who are eligible for Medicare due to ESRD. Active members who are eligible for Medicare due to Social Security disability or reaching age 65, this Plan pays first, and Medicare pays second. If you are covered as a retiree under this Plan and entitled to Medicare, Medicare coverage will pay first, and this Plan will pay second.

If you are covered by Medicare and you cancel your coverage under this Plan, coverage of your Spouse and/or your Dependent Child(ren) will terminate, but they may be entitled to COBRA Continuation Coverage. See the COBRA chapter for further information about COBRA Continuation Coverage. If any of your Dependents are covered by Medicare and you cancel that Dependent's coverage under this Plan, that Dependent will not be entitled to COBRA Continuation Coverage.

Coverage Under Medicare and This Plan When You Are Totally Disabled: If you become Totally Disabled and entitled to Medicare because of your disability, you will no longer be considered to remain actively employed. As a result, once you become entitled to Medicare because of your disability, Medicare pays first, and this Plan pays second.

Coverage Under Medicare and This Plan When You Have End-Stage Renal Disease: If while you are actively employed, you or any of your covered Dependents become entitled to Medicare because of end-stage renal disease (ESRD), this Plan pays first, and Medicare pays second for 30 months starting the **earlier** of the month in which Medicare ESRD coverage begins; or the first month in which the individual receives a kidney transplant. Then, starting with the 31st month after the start of Medicare coverage, Medicare pays first, and this Plan pays second. Once a member becomes eligible for Medicare coverage as a result of ESRD, the member is required to retain such coverage. If the member fails to retain Medicare coverage, the Plan will estimate the Medicare benefits and pay as secondary beginning the first day of the 31st month.

How Much This Plan Pays When It is Secondary to Medicare

- ***When the Plan Participant is Covered by Medicare Parts A and B***: When the Plan Participant is covered by Medicare Parts A and B and this Plan is secondary to Medicare, the Plan pays benefits according to the following: In the case of Medicare Assigned claims, this plan will pay the 20% of the Medicare approved amount, and the Medicare Part A or Part B deductibles, provided there is sufficient Self-Funded benefit available with respect to that claim. In the case of non-covered Medicare unassigned claims, the payment of benefits will be based on the Clark County Self-Funded allowable and plan provisions. In no event will benefits exceed the benefits provided to active employees.
- ***When a Plan Participant is Covered by Medicare + Choice (Part C):*** If a Plan Participant is covered by a Medicare + Choice plan (Part C of Medicare) all medical services or supplies are provided in compliance with the rules of that program (including, without limitation, obtaining all services In-Network when the Medicare Part C requires it). This Plan will not reimburse the retiree for any out-of-pocket expenses. Retirees should not enroll in both a Medicare + Choice plan and the Self-Funded plan.
- ***When the Plan Participant is Not Covered by Medicare***: You are responsible to enroll for all Medicare coverage for which you are eligible. This Plan will pay as primary if you are on Medicare but not eligible for Medicare Part A. However, this Plan will always be secondary to Medicare Part B, whether you have enrolled; this Plan will estimate Medicare's benefit and this Plan will only pay up to 20% of the Plan's allowable.

***When the Plan Participant Enters Into a Medicare Private Contract*:** Under the law, a Medicare Participant is entitled to enter into a Medicare private contract with certain Health Care Practitioners under which he or she agrees that NO claims will be submitted to or paid by Medicare for health care services and/or supplies furnished by the Health Care Practitioner. If a Medicare participant enters such a contract, this Plan will NOT pay any benefits for any health care services and/or supplies the Medicare participant receives pursuant to it.

Please Note: If a member seeks services from a provider that accepts Medicare, benefits will be coordinated based on in-network cost sharing, however, if the provider does not accept Medicare, benefits will be coordinated based on whether the provider is considered in-network or out-of-network based on the County's provider network hierarchy.

IMPORTANT HIGHLIGHTS

Clark County believes this plan is a "non-grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act).

Questions regarding what might cause a plan to change from grandfathered health plan status can be directed to Clark County Risk Management Department. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or www.dol.gov/ebsa/healthreform.

(1) MANDATORY PRE-AUTHORIZATION

You must obtain *Pre-Authorization* for certain health procedures. Refer to the applicable Care Management Program Section of this Plan Document. See pages 36 & 37 for a list of procedures requiring pre-authorization.

(2) BILLS SHOULD BE SUBMITTED FOR PAYMENT ON A TIMELY BASIS

Claims filed more than 12 months after the date of service will not be eligible for payment.

A Plan Document/SPD is intended to summarize the features of your Self-Funded Group Medical and Dental Benefits Plan in clear, understandable, and informal languages. The terms under which the plan administers benefits are contained in this booklet.

The Clark County Self-Funded Group Medical and Dental Benefits Plan generally allows the designation of a primary care provider. You have the right to designate any primary care provider who participates in our network and who is available to accept you or your family members. For children, you may designate a pediatrician as the primary care provider. For information on how to select a primary care provider, and for a list of the participating primary care provide Employee and Retiree Health Benefits (clarkcountynv.gov)

You do not need prior authorization from The Clark County Self-Funded Group Medical and Dental Benefits Plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre- approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact the claims administrator at the number on the back of the ID card, or at Employee and Retiree Health Benefits (clarkcountynv.gov)

(3) PRESCRIPTION DRUGS. - Prescription drugs are subject to a formulary. Also step therapy, pre-authorization and other programs may apply.

GENERAL PROVISIONS

Administration – This plan of benefits is administered through Clark County's Risk Management Department. Clark County as the Plan Administrator shall have the discretionary power and authority to determine eligibility for benefits; interpret or construe the terms of the Plan and any other writing affecting the establishment or operation of the Plan; determine questions of fact which arise in connection with the Plan; and decide all matters arising under the Plan, based on the applicable facts and circumstances.

Assignment of Benefits – In the event a Plan Participant has executed an Assignment of Benefits, the Plan shall direct amounts payable under the terms of this Plan to the provider of service. If the Plan receives notification from a provider that the provider has the Plan Participant's authorization to assign benefits on file, then that shall be acceptable notice to the Plan that an Assignment of Benefits has been executed. Benefits may not, however, be assigned to anyone other than the provider of service without the approval of Clark County.

Funding – The Plan Administrator shall establish the funding rate for each entity and reserves the right to change such.

Some Entity Employers provide Employee and Dependent coverage on a non-contributory basis and do not require Employees to contribute a share of the cost of coverage.

Other Entity Employers share the cost of Employee and Dependent coverage under this Plan with the covered Employee. The enrollment application for coverage will include a payroll deduction authorization.

Plan Amendment or Termination – Clark County reserves the full, absolute, and discretionary right to amend, modify, suspend, withdraw, discontinue, or terminate the Plan in whole or in part at any time for any and all Plan Participants of the Plan by formal action taken by the Board of Directors, or by the execution of a written amendment by the Plan Administrator. If the Plan is amended, modified, suspended, withdrawn, discontinued, or terminated, covered employees and covered dependents will be entitled to benefits for claims incurred prior to the date of such action. Such changes may include, but are not limited to, the right to (1) change or eliminate benefits, (2) increase or decrease participant contributions, (3) increase or decrease deductibles and/or copayments, and (4) change the class(es) of employees or dependents covered by the Plan.

Medical Care Decision – The benefits under the Plan provide solely for the payment of certain health care expenses. All decisions regarding health care are solely the responsibility of each Plan Participant in consultation with the health care providers selected. The Plan contains rules for determining the percentage of allowable health care expenses that will be reimbursed, and whether treatments or health care expenses are eligible for reimbursement. Any decision with respect to the level of health care reimbursements, or the coverage of a particular health care expense, may be disputed by the Plan Participant in accordance with the Plan's claim procedures.

Each Plan Participant may use any source of care for health treatment and health coverage as selected, and neither the Plan nor the employer shall have any obligation for the cost or legal liability for the outcome of such care, or as a result of a decision by a Plan Participant not to seek or obtain such care, other than the liability of the Plan for the payments of benefits as outlined herein.

Assignment, Reimbursement & Third-Party Recovery

1. **Coverage for Injuries Caused by a Third-Party** - The Plan Participant may incur medical, dental, or other expenses due to injuries which were or may have been caused by the act or omission of third-party. In such circumstances, the Plan Participant may have a claim against such third-party, for reimbursement of, or contribution toward the expense and damage associated with the injury. Benefits advanced, or to be advanced by the Plan related to such an injury will be paid only if the Plan Participant fully cooperates with the terms and conditions of the Plan, specifically including the terms of this provision of the plan

2. **Assignment** - A Plan Participant who claims and receives Plan benefits on account of an injury caused by the act or omission of a third-party, automatically assigns to the Plan any proceeds the Plan Participant may recover from a third-party or insurer on account of said injury. This automatic assignment is in an amount equal to the payments made by the Plan on behalf of the Plan Participant as a consequence of the third-party caused injury. This assignment applies to ALL recovery that the Plan Participant, his heirs, guardians, executors, agents, or other representatives may obtain as a result of injury to the Plan Participant, whether or not the recovery is designated as payment for medical expenses.

3. **Plan Participant's Assignment Obligations** - A Plan Participant who claims and receives Plan benefits on account of an injury caused by the act or omission of a third-party, must execute an Assignment Acknowledgment at the time the first claim is submitted. This document acknowledges this assignment provision of the Plan and acknowledges the Plan Participant's obligation to promptly reimburse the Plan for benefits paid by the Plan, out of any monies recovered from any source as compensation for the injury and any damage associated therewith, whether said monies are received as judgment, award, settlement or otherwise.

The Assignment Acknowledgment requires the Plan Participant to affirmatively inform the Plan of any intent to seek recovery from a third-party or insurer as a result of the injury. The Acknowledgement must be completed and executed by the Plan Participant AND by the Employee or Retiree Plan member if the Plan Participant is a dependent of an eligible Employee/Retiree. The Acknowledgment must be returned to the Plan or its third-party claims administrator prior to Plan payment of any claims for benefits related to the injury.

It shall be the obligation of the Plan Participant to obtain the signature of any attorney, or other individual acting on behalf of the Plan Participant, on any requested document acknowledging the Plan's right of assignment and refund.

As a condition to having the Plan advance benefits, the Plan Participant will execute and deliver to the Plan all required documents and will assist the Plan as necessary to secure the Plan's right of assignment. Failure or refusal to execute such documents, or to furnish information as requested by the Plan, does not preclude the Plan from exercising its right to assignment, or from obtaining full reimbursement of Plan benefits expended as a consequence of a third-party injury to a Plan Participant. The Plan Participant, Employee or Retiree if the Plan Participant is a dependent, will do nothing to prejudice the right of the Plan to assignment and recovery.

Immediately upon receipt by the Plan Participant, or his or her agent, of proceeds covered by this assignment, the Plan Participant shall notify the Plan, in writing, of the amount and location of the proceeds. The Plan shall then notify the Plan Participant, or his or her agent, of the amount of proceeds assigned, which sum shall then be promptly paid to the Plan.

4. **Plan Participant's Failure to Comply with this Assignment Provision** - Claims subject to this provision will not be paid and will be pended until the executed assignment Acknowledgment is returned. Claims will be pended for up to 60 days from the date the Acknowledgment form is provided to the Plan Participant. If the completed and executed Acknowledgment form is not received by the Plan within that 60 days, claims related to the third-party caused injury will be denied.

If the Plan Participant fails to reimburse the Plan for all benefits paid or to be paid, as a result of said injury or condition, out of any recovery or reimbursement to or on behalf of the Plan Participant, the Plan Participant will be liable for any and all expenses (whether fees or costs) associated with the Plan's attempt to recover such money from the Plan Participant.

The Plan Participant's failure to reimburse the Plan as called for herein, or failure to notify the Plan that claims being made are the result of a third-party caused injury, may result in denial of Plan payment for future claims on behalf of the Plan Participant, or on behalf of the Employee or Retiree if the Plan Participant is covered as a dependent of an Employee or Retiree, until the Plan is reimbursed in accordance with the Plan terms.

5. **Plan Rights Under this Assignment Provision** - Any settlement or recovery made to or on behalf of the Plan Participant shall first be deemed for reimbursement of medical expenses paid by the Plan, and the Plan has a lien on any

amount recovered by the Plan Participant whether or not recovered amounts are designated as payment for medical expenses. This lien shall remain in effect until the Plan is repaid in full.

The Plan has a right to assignment and reimbursement from the first dollars recovered. The Plan's assignment has priority over any and all funds paid by any party to or on behalf of a Plan Participant relative to the third-party caused injury, including a priority over any claim for non-medical or dental charges, attorneys' fees, other costs, or expenses, whether or not the Plan Participant is made whole.

The Plan has a right to pursue any claim which the Plan Participant has or may have against any third-party or insurer, whether or not the Plan Participant chooses to pursue that claim.

The Plan shall have no obligation to compromise its recovery for any reason. The Plan's right of assignment and refund are limited solely to the extent to which the Plan has made, or will make, payments for medical or dental charges, as well as any costs and fees associated with the enforcement of its rights under the Plan.

If any provision of this Assignment Provision is adjudged by a court to be unenforceable, that determination shall not affect the validity and enforceability of any other term or condition of this Assignment Provision.

6. Plan Participant Minors - If the injured Plan Participant is a minor, any amount recovered by the minor, or on behalf of the minor by the minor's trustee, guardian, parent, or other representative, shall be subject to this provision regardless of whether the minor's representative has access to or control of any recovered funds. If the injury or condition giving rise to this assignment involves wrongful death of a Plan Participant who was a minor, this provision applies to the parent, guardian or the executor, agent of other personal representative of the estate.

7. Defined terms:

"Injury" – physical or mental hurt, pain, illness, impairment, disfigurement, or damage caused by the wrongful act or omission of a third-party person or entity, other than the Plan Participant.

"Insurer" – Includes but is not limited to any loss coverage, contractual or otherwise, in the nature of liability coverage, no-fault coverage, homeowner's plan, renter's plan, uninsured or underinsured motorist coverage, contractual medical payment provisions or other insurance coverage of any nature whatsoever, from which the Plan Participant may seek or receive recovery in relation to an injury.

"Recovery" – monies paid to, or on behalf of, the Plan Participant by way of judgment, settlement, expense waiver, or otherwise to compensate for all losses and/or damages caused by the injuries or illness, whether or not said losses/damages reflect medical or dental charges covered by the Plan.

"Refund" or "Reimbursement" – repayment to the Plan for medical or dental benefit expenses paid by the Plan toward care and treatment of injury.

"Third-Party" – Any person, corporation, or entity other than the Plan Participant.

8. Caveats:

This Assignment provision shall not apply if the Plan Participant elects NOT to accept benefits from the Plan for services related to injuries caused by a third party.

This Assignment provision in all its terms and conditions applies whether or not the Plan Participant executes and returns the assignment Acknowledgment.

The Plan Administrator retains sole and final discretion for interpreting the terms and conditions of this Plan Document.

MEDICAL EXPENSE BENEFIT PROVISION

Verification of Eligibility

Eligibility for benefits under the Plan is verified by the Claims Administrator. Call them at the telephone number shown on your identification card to verify eligibility for Plan benefits before a charge is incurred.

The Clark County Self-Funded Group Medical and Dental Benefits Plan (the "Plan") has been designed to provide all eligible employees and covered eligible dependents with a program of health care protection. The benefit plan is based on the calendar year.

Coinsurance: Coinsurance is the percentage of eligible medical expenses that the covered member(s) will pay after any required deductible has been satisfied.

Co-pay: Is an amount the Plan Participant must pay to providers at the time the service/supply is rendered. The balance of the eligible expense will be paid by the Plan, unless a lesser percentage is shown. Co-pays do not apply toward any deductible requirements.

Deductible: A deductible is the amount of covered expenses, which must be paid each calendar year by Plan Participants before the Plan will consider expenses for reimbursement. The individual deductible applies separately to each Plan Participant. The family deductible applies collectively to all Plan Participants in the same family. When the family deductible is satisfied, no further deductible will be applied for any covered family member during the remainder of the calendar year. Deductibles are calculated based on eligible expenses incurred during the 12 months of each calendar year. Each January 1st a new deductible amount is required.

Out-of-Pocket Maximum: An out-of-pocket maximum is the amount of covered expenses that must be paid during a calendar year. The individual out-of-pocket maximum applies separately to each Plan Participant. When a Plan Participant reaches the annual out-of-pocket maximum, the Plan will pay 100% of allowed charges(except for the excluded charges) for the individual during the remainder of the calendar year.

The family out-of-pocket maximum applies collectively to all Plan Participants in the same family. When the annual family out-of-pocket maximum is satisfied, the Plan will pay 100% of allowed charges (except for the excluded charges) for any covered family member during the remainder of the calendar year.

The Calendar Year Deductible will be waived for inpatient hospital facility charges when a member is forced to go to another contracted facility when documentation demonstrates University Medical Center (UMC) is on divert status.

The following charges do not apply toward the medical out-of-pocket maximum and are never paid at 100%:

Premiums
Balance-billed charges
Expenses for non-covered services
Charges in excess of Reasonable & Customary
Charges in excess of annual maximum benefits

SCHEDULE OF MEDICAL BENEFITS

	Preferred Network (University Medical Center)	In-Network	Out-of-Network
Calendar Year Deductible:			
• Per Plan Participant	$0	$250	$1,500
• Per Family	$0	$750	$3,000
	The In-Network and Out-of-Network accumulations do not cross-apply.		
Benefit Percentage: *(except as stated otherwise)*			
• Medical Plan Pays	90%	80%	60%
• Plan Participant Pays	10%	20%	40%
Out of Area *(if authorized)*			
• Medical Plan Pays	N/A	80%	N/A
• Plan Participant Pays	N/A	20%	N/A
Calendar Year Medical Out-of-Pocket Maximum:			
• Per Plan Participant	$3,750		$11,500
• Per Family	$7,750		$23,000
	The In-Network and Out-of-Network accumulations do not cross-apply. The Out-of-Pocket Maximum excludes premiums, non-covered charges, balance-billed charges, amounts in excess of Reasonable & Customary fees and annual maximum benefits.		
Maximum Lifetime Benefit: *(except as stated otherwise)*	Unlimited		

Benefits and Services	Preferred Network (University Medical Center)	In-Network	Out-of-Network
Hospital Services			
• Inpatient	10% coinsurance *(Deductible not applicable)*	20% coinsurance after $100 co-pay *(Deductible applies)*	40% coinsurance after $750 co-pay *(Deductible applies)*
• Outpatient	10% coinsurance *(Deductible not applicable)*	20% coinsurance after $100 co-pay *(Deductible applies)*	40% coinsurance after $300 co-pay *(Deductible applies)*
	Precertification is required for inpatient treatment.		
Physician Office Visits			
• Primary Care Visit	$10 co-pay *(Deductible not applicable)*	$20 co-pay *(Deductible waived)*	40% coinsurance *(Deductible applies)*
• Specialist Visit	N/A	20% coinsurance *(Deductible waived)*	40% coinsurance *(Deductible applies)*
• Urgent Care	$20 co-pay (UMC Quick Care only) *(Deductible not applicable)*	20% coinsurance *(Deductible waived)*	40% coinsurance *(Deductible applies)*
Acupuncture	N/A	20% coinsurance *(Deductible applies)*	40% coinsurance *(Deductible applies)*
	Limited to 20 visits per calendar year.		
Ambulance Service			
• Ground or Air	N/A	20% coinsurance after $100 co-pay and in-network deductible	
	N/A	20% coinsurance after $100 co-pay and in-network deductible	
• Scheduled Inter-Facility	Deductible and co-pay are waived if patient is admitted. Air ambulance is covered to the nearest facility when treatment of a life-threatening condition is required. Scheduled inter-facility air transport requires precertification and is covered when a higher level of care is medically necessary to treat a life-threatening condition from the level of care available at the patient's current facility.		

Benefits and Services	Preferred Network (University Medical Center)	In-Network	Out-of-Network
Autism Care *(ABA and Behavioral Therapy)*	Paid based upon place of service		40% coinsurance *(Deductible applies)*
	~~Limited to $72,000 maximum per calendar year~~. Inpatient and Outpatient services that do not have a primary diagnosis of autism will be paid under applicable Inpatient and Outpatient services. Group therapy for patients with primary diagnosis of autism are covered under the plan per NRS 689A.0435 – State mandated coverage for autism spectrum disorders.		
Chemotherapy	10% coinsurance *(Deductible not applicable)*	20% coinsurance *(Deductible applies)*	40% coinsurance *(Deductible applies)*
	Pre-certification is required.		
Chiropractic Care	N/A	20% coinsurance *(Deductible applies)*	40% coinsurance *(Deductible applies)*
	Limited to 20 visits per calendar year. Precertification is required after 20 visits.		
Clinical Trials	Covered as any other illness and paid based upon place of service		Not covered
	Refer to the Covered Medical Expense section for more information.		
Complex Care Management	N/A	100% covered	N/A
	Refer to the Covered Medical Expense section for more information.		
Diabetic Education	100% covered	100% covered	40% coinsurance *(Deductible applies)*
Diagnostic Lab & X-Ray	10% coinsurance on Test 100% covered for Interpretation *(Deductible not applicable)*	20% coinsurance *(Deductible waived)*	40% coinsurance *(Deductible applies)*
Durable Medical Equipment	N/A	20% coinsurance *(Deductible applies)*	40% coinsurance *(Deductible applies)*
	Precertification is required.		
Emergency Room	20% coinsurance after $100 co-pay and in-network deductible		
	Deductible is waived if the treatment is for an accidental injury. Services for treatment that does not meet the Plan's definition of Emergency Medical Condition may not be covered.		
Hearing Aids	N/A	Charges are covered up to a maximum of $3,000 every 3 years.	
Home Health Care	N/A	20% coinsurance *(Deductible applies)*	40% coinsurance *(Deductible applies)*
Home Infusion Therapy and Supplies	N/A	20% coinsurance *(Deductible waived)*	40% coinsurance *(Deductible applies)*
	Precertification is required.		
Hospice Care Services	10% coinsurance *(Deductible not applicable)*	20% coinsurance *(Deductible applies)*	40% coinsurance *(Deductible applies)*
	Precertification is required for inpatient care.		
Mental Health and Substance Abuse • Inpatient • Partial Hospitalization • Specialty Care Visit	10% coinsurance *(Deductible not applicable)* 10% coinsurance *(Deductible not applicable)* N/A	20% coinsurance after $100 co-pay *(Deductible applies)* 20% coinsurance after $100 per day co-pay *(Deductible applies)* 20% coinsurance *(Deductible waived)*	40% coinsurance after $750 co-pay *(Deductible applies)* 40% coinsurance after $750 per day co-pay *(Deductible applies))* 40% coinsurance *(Deductible applies)*

Benefits and Services	Preferred Network (University Medical Center)	In-Network	Out-of-Network
Occupational Therapy	$10 co-pay *(Deductible not applicable)*	$10 co-pay *(Deductible waived)*	40% coinsurance *(Deductible applies)*
	Limited to 30 visits per calendar year. Precertification is required after 30 visits. No charge for separate facility fee.		
Orthotics	10% coinsurance *(Deductible not applicable)*	20% coinsurance *(Deductible applies)*	40% coinsurance *(Deductible applies)*
	Precertification may be required. Limited to a lifetime maximum of $500.		
Outpatient Surgery • Physician • Facility	10% coinsurance *(Deductible not applicable)* N/A	20% coinsurance *(Deductible waived)* 20% coinsurance after $100 co-pay *(Deductible applies)*	40% coinsurance *(Deductible applies)* 40% coinsurance after $300 co-pay *(Deductible applies)*
	Pre-certification may be required.		
Physical Therapy	$10 co-pay *(Deductible not applicable)*	$10 co-pay *(Deductible waived)*	40% coinsurance *(Deductible applies)*
	Limited to 30 visits per calendar year. Precertification is required after 30 visits. No charge for separate facility fee.		
Pre-Admission Testing	100% covered	100% covered	40% coinsurance *(Deductible applies)*
Preventive Care	100% covered	100% covered	40% coinsurance *(Deductible applies)*
	Refer to the Covered Medical Expense section for more information.		
Prosthetics	10% coinsurance *(Deductible not applicable)*	20% coinsurance *(Deductible applies)*	40% coinsurance *(Deductible applies)*
	Precertification may be required.		
Rehabilitation Care, Inpatient	10% coinsurance *(Deductible not applicable)*	20% coinsurance after $100 co-pay *(Deductible applies)*	40% coinsurance after $750 co-pay *(Deductible applies)*
	Limited to 60 days per calendar year.		
Skilled Nursing Facility	10% coinsurance *(Deductible not applicable)*	20% coinsurance after $100 co-pay *(Deductible applies)*	40% coinsurance after $750 co-pay *(Deductible applies)*
	Precertification is required. Limited to 120 days per calendar year.		
Speech Therapy	$10 co-pay *(Deductible not applicable)*	$10 co-pay *(Deductible waived)*	40% coinsurance *(Deductible applies)*
	Precertification is required. Limited to 30 visits per calendar year. No charge for separate facility fee.		
Teladoc	N/A	$10 copay *Deductible waived*	N/A
Temporomandibular Joint Syndrome (TMJ)	10% coinsurance *(Deductible not applicable)*	20% coinsurance *(Deductible applies)*	40% coinsurance *(Deductible applies)*

SCHEDULE OF PRESCRIPTION DRUG BENEFITS

For information on the Prescription Drug tiers as used herein please visit www.navitus.com.

	In-Network	Out-of-Network
Calendar Year Out-of-Pocket Maximum: • Per Plan Participant • Per Family	 $2,000 $4,000	
Maximum Lifetime Benefit: *(except as stated otherwise)*	Unlimited	
Retail (30-Day Supply) * • Tier 1 • Tier 2 • Tier 3	 $9 co-pay 20% coinsurance ($30 minimum - $60 maximum per prescription) 30% coinsurance ($60 minimum - $120 maximum per prescription)	 50% of allowable drug cost, then In-Network co-pay 50% of allowable drug cost, then In-Network co-pay 50% of allowable drug cost, then In-Network co-pay
Retail (90-Day Supply) * • Tier 1 • Tier 2 • Tier 3	 $18 co-pay 20% coinsurance ($60 minimum - $120 maximum per prescription) 30% coinsurance ($120 minimum - $240 maximum per prescription)	 50% of allowable drug cost, then In-Network co-pay 50% of allowable drug cost, then In-Network co-pay 50% of allowable drug cost, then In-Network co-pay
Mail Order (90-Day Supply) * • Tier 1 • Tier 2 • Tier 3	 $18 co-pay 20% coinsurance ($60 minimum - $120 maximum per prescription) 30% coinsurance ($120 minimum - $240 maximum per prescription)	 50% of allowable drug cost, then In-Network co-pay 50% of allowable drug cost, then In-Network co-pay 50% of allowable drug cost, then In-Network co-pay
Weight Loss GLP-1 FSA approved weight loss medications	25% coinsurance up to a maximum amount of $250 per prescription. $3,000 per Plan Participant (does not accumulate to the above Prescription Out-of-Pocket Maximum)	

*The US Preventive Task Force has compiled a list of prescription drug benefits that will be covered by this Plan with no cost sharing. Additional information can be found under this provision by visiting: *http://www.healthcare.gov*.

Note: It is advised to check this list regularly as it is subject to change without notice.

Note: Prescription drugs may cost less for Medicare retirees if the Medicare benefit coinsurance or copayment is the lesser cost.

~~per prescription.per Plan Participant~~

CARE MANAGEMENT PROGRAM

Utilization review is a program designed to help ensure that all Plan Participants receive necessary and appropriate health care while avoiding unnecessary expenses.

The Case Management program consists of the following:

a. Precertification of the Medical Necessity for the following non-Emergency Services before Medical and/or Surgical services are provided:
    1. All Inpatient Admissions, and
    2. Outpatient tests, services and procedures including, but not limited to:
        a. Diagnostic Radiology - Computed Tomography (CT), Magnetic Resonance Imaging (MRI), Magnetic Resonance Angiography (MRA), Myocardial Perfusion Imaging, Positron Emission Tomography (PET), Cardiac blood pool imaging and cardiac tests including Diagnostic cardiac catheterizations and Stress echocardiograms.
        b. DME - Seat lifts, TENS, pumps, wheelchairs, power operated vehicles, speech generating devices, insulin infusion pump, osteogenesis stimulators, neuromuscular stimulators;
        c. Implanted Ear Devices and Replacement Osseo integrated, cochlear or auditory brain stem implant;
        d. Injectable Medications - Immune globulin, drugs for factor deficiencies, interferon, Rituxan®, some chemotherapeutic agents, Botox;
        e. Erectile Dysfunction - Inflatable and non-inflatable prosthesis surgeries and procedures including removal or replacement, Penile implants - does not include erectile dysfunction drugs;
        f. Bariatric Surgery - Surgery for weight reduction, Gastrectomy, gastric restrictive procedures, lap sleeve, revision of stomach-bowel fusion;
        g. Oral pharynx Uvulectomy, LAUP procedures, palatopharyngoplasty (PPP), uvulopalatopharyngoplasty (UPP);
        h. Orthotics & Prosthetics - Helmets, extremity prosthetic additions, electric prosthetic joints, facial prosthesis provided by a non-physician, voice amplifiers, cranial remolding orthosis, lower extremity orthosis;
        i. Outpatient Procedures - (Potentially Cosmetic) Surgeries and procedures that may not be medically necessary - Facial reconstruction, , varicose vein treatment, breast reconstruction or reduction, blepharoplasty, rhinoplasty, Radial Keratotomy, excessive skin removal and mastectomy, and procedures related to pain management;
        j. Potential Experimental/Investigational - Keratoplasty, total disc arthroplasty, molecular pathology and gene analysis, arthrodesis, external defibrillator, biologic implant and services not approved by the FDA;
        k. Spinal Procedures Surgeries and procedures of the spine - Allograft/osteopromotive material for spine surgery, osteotomy, percutaneous vertebroplasty, arthrodesis, laminectomy, vertebral corpectomy, destruction by neurolytic agent, laminectomy, facet joint nerve destruction, spinal cord decompression;
        l. Therapeutic Radiology - Radiology treatment of tumors - Brachytherapy, proton beam therapy, radiotherapy;
        m. Transplants - Prior authorization of transplants and transplant-related services starting from the outpatient evaluation testing through and including services post-transplant. For more information, please refer to the "Utilization Management At A Glance" document -Adult or pediatric, living, or cadaveric donors for heart, heart/lung, intestinal, liver, pancreas, pancreatic islet cell, multivisceral solid organ transplants; preparation for and including allogeneic/autologous hematopoietic/bone marrow transplants;

b. Retrospective review of the Medical Necessity of the listed services provided on an emergency basis;
c. Concurrent review, based on the admitting diagnosis, of the listed services requested by the attending Physician; and
d. Certification of services and planning for discharge from a Medical Care Facility or cessation of medical treatment.

This is not a complete and inclusive list. This list may change so please contact the Utilization Review company identified on the back of the members ID card for any questions regarding precertification.

Clark County will follow the precertification guidelines that has been endorsed by the Utilization Review company's comprehensive list.

The purpose of the program is to determine what is medically appropriate. This program is not designed to be the practice of medicine or to be a substitute for the medical judgment of the attending Physician or other health care provider, however, the fact that a physician may prescribe, order, recommend, or approve a service does not, of itself, make it medically necessary or make the charge a covered expense, even though it is not specifically listed as an exclusion under this Plan.

In order to maximize Plan reimbursements, please read the following provisions carefully.

Here's how the program works

Precertification
Before a Plan Participant enters a Medical Care Facility on a non-emergency basis or expects to have outpatient tests and procedures that require precertification, the utilization review administrator will, in conjunction with the attending Physician, certify the care as appropriate for Plan reimbursement. A non-emergency stay in a Medical Care Facility is one that can be scheduled in advance.

The utilization review program is set in motion by you when your physician recommends hospitalization or outpatient tests and procedures that require precertification. You must inform your physician of the Plan's participation in utilization review. Your identification card shows the utilization review administrator's name and phone number for your doctor to call.

Authorization is given by telephone, followed by written confirmation to the patient, the Physician, the hospital, and the Plan's Claim Administrator.

If there is an emergency admission to the Medical Care Facility, the patient, patient's family member, Medical Care Facility or attending Physician must contact the utilization review administrator (see ID card) within 48 hours of the first business day after the admission or as soon as possible. This requirement does not apply for obstetrical care or when Medicare is the primary payer with the exception of rental or purchase of durable medical equipment, which still requires prior authorization.

The Utilization Review Organization will comply with the external review process of adverse determinations as outlined in the Nevada Revised Statute.

The utilization review administrator will determine the number of days of Medical Care Facility confinement authorized for payment.

Failure to obtain inpatient prior authorization will reduce reimbursement received from the Plan.

If the Plan Participant does not receive prior authorization as explained in this section, the Physician, hospital, and any related services will be reduced to only services that have been prior authorized.

Example
If the hospital bill is for 7 inpatient days and the hospitalization was authorized for 4 days, the eligible charges are reduced by 3 days and the Plan will pay benefits on the authorized 4 days.

Concurrent review, discharge planning

Concurrent review of a course of treatment and discharge planning from a Medical Care Facility are parts of the utilization review program. The utilization review administrator will monitor the Plan Participant's Medical Care Facility stay or use of other medical services and coordinate with the attending Physician, Medical Care Facilities and Plan Participant either the scheduled release or an extension of the Medical Care Facility stay or extension or cessation of the use of other medical services.

If the attending Physician feels that it is Medically Necessary for a Plan Participant to receive additional services or to stay in the Medical Care Facility for a greater length of time than has been precertified, the attending Physician must request the additional services or days and receive proper authorization.

Preadmission Testing Service

The Medical Benefits percentage will be at 100% for diagnostic lab tests and x-ray exams performed by the PPO Hospital or contracted hospitals when:

1. performed on an outpatient basis within five days before a Hospital confinement;
2. related to the condition which causes the confinement; and
3. performed in place of tests while Hospital confined.

The major medical deductible (if applicable) will apply for these tests.

Case Management

When a catastrophic condition, such as a spinal cord injury, cancer, AIDS or a premature birth occurs, a person may require long-term, perhaps lifetime care. After the person's condition is diagnosed, he or she might need extensive services or might be able to be moved into another type of care setting—even to his or her home.

Case Management is a program whereby a case manager monitors these patients and explores, discusses, and recommends coordinated and/or alternate types of appropriate Medically Necessary care. The case manager consults with the patient, the family and the attending Physician in order to develop a plan of care for approval by the patient's attending Physician and the patient. This plan of care may include some or all of the following:

- personal support to the patient;
- contacting the family to offer assistance and support;
- monitoring Hospital or nursing homecare;
- determining alternative care options; and/or
- assisting in obtaining any necessary equipment and services.

Case Management occurs in the following situations:

- The catastrophic Injury or Illness must have occurred while the patient was covered, and the Injury or Illness must have been covered under the Plan.
- An alternate benefit will be beneficial to both the patient and the Plan.

The case manager will coordinate and implement the Case Management program by providing guidance and information on available resources and suggesting the most appropriate treatment plan. The Plan Administrator, attending Physician, patient and patient's family must all agree to the alternate treatment plan.

Once agreement has been reached, the Plan Administrator will direct the Plan to reimburse for Medically Necessary expenses as stated in the treatment plan.

Note: Case Management is a voluntary service. There are no reductions of benefits or penalties if the patient and family choose not to participate.

Each treatment plan is individually tailored to a specific patient and should not be seen as appropriate or recommended for any other patient, even one with the same diagnosis.

COVERED MEDICAL EXPENSES

Your benefit plan is designed to reimburse you for covered medical expenses you incur for treatment necessary because of an illness or an accident. All expenses must be reasonable and customary in order to be considered for benefit payment. Refer to the Schedule of Benefits for details on Deductibles, Coinsurance, Out-of-Pocket Maximums, and Limitations on benefits.

Acupuncture – Services for the insertion of needles into the human body by piercing the skin of the body to control and regulate the flow and balance of energy in the body and to cure any ailment or disease of the mind or body; or any wound, bodily injury or deformity performed by a doctor of acupuncture or doctor of oriental medicine, licensed by the state, practicing under the scope of their state license.

Ambulance – Local Medically Necessary professional ground transportation ambulance service (within 100 miles). A charge for this item will be a Covered Charge only if the service is to the nearest Hospital or Skilled Nursing Facility where necessary treatment can be provided. In accordance with NRS 689B.047, reimbursement for this service must be made directly to the provider if that provider does not receive reimbursement from any other source.

Air ambulance to the nearest facility when treatment of a life-threatening condition is required is covered if no emergency ground transportation is available or suitable, and the patient's condition warrants immediate evacuation. Note, members may be subject to balance billing if the air ambulance provider is not contracted with the Plan.

Amniocentesis – Prenatal diagnostic study to detect genetic and biochemical abnormalities, maternal-fetal blood incompatibility subject to approval by the utilization review organization for medical necessity.

Autism Spectrum Disorder – Covered charges include medically necessary services that are generally recognized and accepted procedures for screening, diagnosing, and treating Autism Spectrum Disorders ~~for children under the age of 18 or, if enrolled in high school, until such Member reaches the age of 22~~. Covered Services must be provided by a duly licensed physician, psychologist, or Behavior Analyst (including an Assistant Behavior Analyst and/or Certified Autism Behavior Interventionist).

Covered Services for the treatment of Autism Spectrum Disorder do not include services provided by:

- An early intervention agency or school for services delivered through early intervention, or
- School services.

The following terms apply to the coverage for Autism:

- *"Applied behavior analysis"* means the design, implementation and evaluation of environmental modifications using behavioral stimuli and consequences to produce socially significant improvement in human behavior, including, without limitation, the use of direct observation, measurement, and functional analysis of the relations between environment and behavior.
- *"Autism spectrum disorders"* means a neurobiological medical condition including, without limitation, Autistic Disorder, Asperger's Disorder and Pervasive Development Disorder Not Otherwise Specified.
- *"Behavioral therapy"* means any interactive therapy derived from evidence-based research, including, without limitation, discrete trial training, early intensive behavioral intervention, intensive intervention programs, pivotal response training and verbal behavior provided by a licensed psychologist, licensed behavior analyst, licensed assistant behavior analyst or certified autism behavior interventionist.
- *"Certified autism behavior interventionist"* means a person who is certified as an autism behavior interventionist by the Board of Psychological Examiners and who provides behavior therapy under the supervision of:
  (1) A licensed psychologist;
  (2) A licensed behavior analyst; or
  (3) A licensed assistant behavior analyst.
- *"Evidence-based research"* means research that applies rigorous, systematic, and objective procedures to obtain valid knowledge relevant to autism spectrum disorders.

- *"Habilitative or rehabilitative care"* means counseling, guidance and professional services and treatment programs, including, without limitation, applied behavior analysis, that are necessary to develop, maintain and restore, to the maximum extent practicable, the functioning of a person.
- *"Licensed assistant behavior analyst"* means a person who holds current certification or meets the standards to be certified as a board-certified assistant behavior analyst issued by the Behavior Analyst Certification Board, Inc., or any successor in interest to that organization, who is licensed as an assistant behavior analyst by the Board of Psychological Examiners and who provides behavior therapy under the supervision of a licensed behavior analyst or psychologist.
- *"Licensed behavior analyst"* means a person who holds current certification or meets the standards to be certified as a board-certified behavior analyst or a board-certified assistant behavior analyst issued by the Behavior Analyst Certification Board, Inc., or any successor in interest to that organization and who is licensed as a behavior analyst by the Board of Psychological Examiners.
- *"Prescription care"* means medications prescribed by a licensed physician and any health- related services deemed medically necessary to determine the need or effectiveness of the medications.
- *"Psychiatric care"* means direct or consultative services provided by a psychiatrist licensed in the state in which the psychiatrist practices.
- *"Psychological care"* means direct or consultative services provided by a psychologist licensed in the state in which the psychologist practices.
- *"Screening for autism spectrum disorders"* means all medically appropriate assessments, evaluations, or tests to diagnose whether a person has an autism spectrum disorder.
- *"Therapeutic care"* means services provided by licensed or certified speech pathologists, occupational therapists, and physical therapists.
- "*Treatment plan*" means a plan to treat an autism spectrum disorder that is prescribed by a licensed physician or licensed psychologist and may be developed pursuant to a comprehensive evaluation in coordination with a licensed behavior analyst.

Bariatric Surgery – Surgical intervention to alter the path of digestion or the volume of food intake in order to surgically reduce the member's caloric intake, to include but not limited to, restrictive procedures such as gastric banding or gastric stapling; mal-absorptive procedures such as biliopancreatic diversion; combination restrictive/mal-absorptive procedures such as gastric bypass (Roux-en-Y).

Coverage of this type of surgery shall be limited to one per member's lifetime and remains subject to all other Plan provisions.

BRCA1 & BRCA2 – Genetic tests for individuals already diagnosed with breast and/or ovarian cancer where results may affect the course of treatment.

Breast Reconstruction Following Mastectomy – In accordance with The Women's Health and Cancer Rights Act of 1998, the following coverage is offered to a Plan Participant who elects the following services in connection with a mastectomy:

- Reconstruction of the breast on which the mastectomy has been performed;
- Surgery and reconstruction of the other breast to produce symmetrical appearance; and
- Coverage for prostheses and physical complications of all stages of mastectomy, including lymphedemas, in a manner determined in consultation with the attending physician and the patient.

Cardiac Rehabilitation – As deemed medically necessary provided services are rendered (1) Under the supervision of a physician; (2) In connection with a myocardial infarction, coronary occlusion or coronary bypass surgery; (3) Initiated within 12 weeks after other treatment for the medical condition ends; and (4) In a Medical care facility as defined by the Plan.

Chemotherapy – The use of chemical agents in the treatment or control of disease. High dose chemotherapy in connection with a non-covered transplant procedure is not a covered expense.

Oncology Program
This provision describes a specialty case management program designed for certain aspects of care received by cancer patients who are beneficiaries under the Plan.

Your Plan has entered an arrangement with American Health Holding, a company specializing in oncology case management, to assist you and your oncologist during cancer treatment when administered either in an outpatient setting (e.g., in the physician's office or other covered outpatient setting) or an inpatient setting. The program applies to the plan of treatment for all cancer types and stages and begins with a treatment planning phase (including drug and/or radiation treatment) and continues through active treatment and transitional care.

A Registered Nurse will be assigned to you and will contact you to provide support, education, and answer any questions you might have about your disease and your treatment plan and will remain in contact with you and your oncologist for the duration of your cancer journey.

Unless your oncologist has entered into an agreement with UMR to accept other reimbursement rates, the payment for all drugs used in the treatment of cancer will be limited to the rate of Average Sales Price plus 10%. Average Sales Price is the price calculated by pharmaceutical manufacturers and submitted to the Centers for Medicare and Medicaid Services (CMS) on a quarterly basis.

Chiropractic Care – skeletal adjustments, manipulation, or other treatment in connection with the detection and correction by manual or mechanical means of structural imbalance or subluxation in the human body. Such treatment is done by a Physician to remove nerve interference resulting from, or related to, distortion, misalignment, or subluxation of, or in, the vertebral column.

Clinical Trials – Routine costs to include drugs and devices for a Plan Participant who satisfies the requirements as a "*Qualified Individual*" in an "*Approved Clinical Trial*".

A *Qualified Individual* is defined as an individual who is enrolled or participating in a health plan coverage and who is eligible to participate in an approved clinical trial according to the trial protocol with respect to treatment of cancer or another life-threatening disease or condition. To be a qualified individual, there is an additional requirement that a determination be made that the individual's participation in the approved clinical trial is appropriate to treat the disease or condition. That determination can be made based on the referring health care professional's conclusion or based on the provision of medical and scientific information of the individual.

Routine Costs as defined for purposes of these new federal requirements, with some important exceptions, generally include all items and services consistent with the coverage provided under the plan (or coverage) for a qualified individual (ex. for treatment of cancer or another life-threatening disease or condition) who is not enrolled in a clinical trial. However, costs associated with the following are excluded from that definition, and the plan or issuer is not required under federal law to pay for the following:

- The cost of the investigational item, device, or service.
- The cost of items and services provided solely to satisfy data collection and analysis needs and that are not used in direct clinical management.
- The cost for a service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

Approved Clinical Trial is defined in the statute as a phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life- threatening disease or condition and is one of the following:

- A federally funded or approved trial.
- A clinical trial conducted under an FDA investigational new drug application.
- A drug trial that is exempt from the requirement of an FDA investigational new drug application.

With respect to an individual's right to select providers, a plan or issuer may require the individual to

participate in the approved clinical trial through a participating provider if the provider will accept the individual as a participant in the trial.

Centers of Excellence – Any Participant in need of an organ transplant or other eligible procedure may contact the Claims Administrator to initiate the pre-certification process resulting in a referral to a Center of Excellence. The Claims Administrator acts as the primary liaison with the Center of Excellence, patient and attending Physician for all transplant admissions taking place at a Center of Excellence.

These centers have the greatest experience in performing applicable procedures and the best survival rates. The Plan Administrator shall determine what network Centers of Excellence are to be used.

If a Plan Participant chooses not to use a Center of Excellence, the payment for services will be limited to what would have been the cost at the nearest Center of Excellence.

Additional information about this option, as well as a list of Centers of Excellence, will be given to covered Employees and updated as requested.

Colorectal At-Home Cancer Screening – In addition to the services covered under the Preventive Care benefit, the Plan will cover one at-home FIT-DNA colorectal screening (Cologuard) every three years for Plan Participants starting at age and continuing through age 75 years.

Complex Care Management – Plan Participants may be eligible to receive 100% coverage for certain services as part of the Plan's Complex Care Management program. This program provides access to one of the Plan's Centers of Excellence for complex care conditions, which may include one or more of the following:

- Life threatening conditions.
- Conditions that cause serious disability without necessarily being life threatening.
- Conditions associated with severe consequences.
- Conditions affecting multiple organ systems.
- Conditions requiring coordination of management by multiple specialties.
- Conditions requiring treatments that carry a risk of serious complications.

Examples of conditions that may qualify for participation in the program include: neurological disorders, gastroenterological disorders, infection diseases, pediatric disorders, Multiple Sclerosis, Inflammatory Bowel Disease, rare and unique cancers, transplants, cardiac disease, dialysis, spinal fusion, or ventricular assist devices.

Participation in the program is voluntary. The Claims Administrator may contact Plan Participants with program details. Plan Participants may also inquire about in the program by contacting the phone number on the ID card.

Eligible Participants will receive a medical record review by a Center of Excellence provider covered at 100% with no deductible to determine if an on-site evaluation would be beneficial.

If the Center of Excellence facility determines that an on-site evaluation would be beneficial, the Claims Administrator will coordinate the travel and care for the Participant, and a companion caregiver. Travel expenses will also be covered at 100% with no annual deductible in accordance with travel policies in effect.

Claims for eligible services performed at one of the Centers of Excellence included in the program are covered at 100% with no annual deductible.

To participate in the Complex Care Management program, all of the following requirements must be met:

- The Participant and designated caregiver must agree to abide by program requirements.
- The Participant must be safe to travel for medical care and must not require emergency care at the time of travel.
- The Center of Excellence at which the Participant will receive services will be determined by the geographical location of residence and indicated service.
- The Participant acknowledges that the Center of Excellence must receive necessary medical records prior to acceptance into the program.
- The Participant must identify the designated caregiver. The caregiver must agree to (and be able to) meet

Caregiver requirements.

- The Participant must provide the Center of Excellence physician with contact information for a local physician who has agreed to manage follow-up care after the Participant returns home from the Center of Excellence.
- Centers of Excellence services must be preauthorized by the Claims Administrator of the program in order to be covered under the Plan.

NOTE: Services provided at facilities other than one in the Complex Care Management program, or services prior to arrival or subsequent to discharge from a Center of Excellence through coordination and approval by the Claims Administrator, will be subject to regular coverage terms under the Plan. In addition, services performed at a Center of Excellence that are not eligible services under the Complex Care Management program will be subject to regular coverage terms under the Plan.

Dental Injury – Charges for injury to or care of the mouth, teeth, gums, and alveolar processes will be covered charges under Medical Benefits only if that care is for the following oral surgical and dental procedures:

- Excision of tumors and cysts of the jaws, cheeks, lips, tongue, roof, and floor of the mouth.
- Emergency repair due to Injury to sound natural teeth. This repair must be made within 12 months from the date of an accident.
- Surgery needed to correct accidental injuries to the jaws, cheeks, lips, tongue, floor, and roof of the mouth.
- Excision of benign bony growths of the jaw and hard palate.
- External incision and drainage of cellulitis.
- Incision of sensory sinuses, salivary glands, or ducts.
- Removal of impacted teeth. (Only covered under medical when dental benefits exhausted.)
- Dental services when need for such service is directly related to another medical condition for which treatment is covered under the Plan. This coverage becomes effective only after the member has exhausted benefits available under the Dental Services portion of the Plan, and is limited to those services excluding dental implants. Medical documentation must be provided indicating medical condition warranting the necessity of such dental services and approved by the utilization review organization. Cosmetic dental services are not a covered expense.

No charge will be covered under Medical Benefits for dental and oral surgical procedures involving orthodontic care of the teeth, periodontal disease and preparing the mouth for the fitting of or continued use of dentures.

Diabetic Education/Training – The diabetic training and education provided after the member is initially diagnosed with diabetes, which is medically necessary for the care and management of diabetes, including, without limitation, counseling in nutrition and the proper use of equipment and supplies for the treatment of diabetes. Also, the training and education which is medically necessary as a result of a subsequent diagnosis that indicates a significant change in the symptoms or condition of the member which requires modification of the program of self-management of diabetes.

Diagnostic Services – Diagnostic laboratory and x-ray expense, including charges for electrocardiograms, electroencephalograms, pneumoencephalograms, basal metabolism tests, or similar diagnostic tests generally approved by physicians throughout the United States. This benefit includes professional fees from a physician, as well as facility charges for diagnostic services.

Dialysis – Charges for dialysis therapy when used for treatment of an illness or injury and rendered in accordance with a physician's written treatment plan. Dialysis equipment rental, supplies, upkeep, and the training of the covered individual, or the technician who attends him, to operate the equipment.

Durable Medical Equipment – Rental and fitting of durable basic (i.e., non-luxury) medical equipment (but not to exceed the purchase price) or purchase of such equipment where only purchase is permitted or where purchase is more cost-effective due to a long-term need for the equipment. Such equipment must be prescribed by a Physician and required for therapeutic use in treatment of an active Illness or Accidental Injury. Durable medical equipment includes such items as braces, crutches, wheelchairs, hospital beds, traction apparatus, head halters, cervical collars, oxygen and dialysis equipment, seat lifts, TENS, pumps,

power operated vehicles, speech generating devices, insulin infusion pump, osteogenesis stimulators, neuromuscular stimulators, etc.

- *Brace Replacements*. Unless there is sufficient change in the Plan Participant's physical condition to make the device no longer functional, replacement of leg, arm, back, and neck braces are limited to one replacement every three years.
- *Breastfeeding Support and Supplies*
  Breast pumps purchased through a contracted Durable Medical Equipment supplier will be processed under the Preventive benefit with no cost-sharing. Breast pumps purchased from a retail outlet will be reimbursed as an Out-of-Network benefit.

Eye Correction Surgery – Radial Keratotomy or other eye surgery to correct near-sightedness when visual acuity could not have been corrected to 20/50 with eyeglasses or contact lenses prior to surgery. Procedure must be performed by an ophthalmologist.

Family Planning – Charges including medical history, physical examination, related laboratory tests, medical supervision in accordance with generally accepted medical practice, information, and counseling on contraception, and after appropriate counseling, medical services connected with surgical therapies, including vasectomy and tubal ligation. Food and Drug Administration approved contraceptive methods, sterilization procedures and patient education and counseling as prescribed by a health care provider for women with reproductive capacity (not including abortifacient drugs) will be covered by the plan with no network cost sharing to the member.

Gene / Cell Therapy – covered for conditions approved by the FDA and in accordance with Plan Prior Authorization and Medical Necessity requirements.

Gender Reassignment – Charges for services related to gender reassignment will be covered in accordance with medical necessity guidelines in accordance with ~~,~~ legislative mandates. Benefits include pre- and post-surgical hormone therapy ~~but does not include any cosmetic surgery~~. ***A candidate for gender reassignment must be ~~18 years of age or older, been~~ confirmed with gender dysphoria in accordance with clinical guidelines~~, and actively participating in a recognized gender identity treatment program~~.***
~~*Gender reassignment will be limited to one change per lifetime.*~~

~~*There is no coverage for the reversal of gender reassignment, cosmetic surgery, or travel costs.*~~

Hearing Aids and Exams – Charges for services or supplies in connection with hearing aids including the fitting and repair of hearing aids. Charges are covered up to a maximum of $3,000 every 3 years.

Home Health Care – These are the charges made by a home health care agency, for the following services and supplies furnished to a member in his/her home in accordance with a home health care plan. The home health care must have been established in lieu of hospital or skilled nursing facility confinement.

- Part-time or intermittent nursing care by a registered graduate nurse (R.N.) or by a licensed practical nurse (L.P.N.) if the services of a registered graduate nurse (R.N.) are not available.
- Part-time or intermittent home health aide services which consist primarily of caring for the patient.
- Physical therapy, occupational therapy, respiratory therapy,
- Speech Therapy– only to restore or rehabilitate speech loss
- Medical supplies, drugs and medicines prescribed by a physician, and laboratory services provided by or on behalf of a hospital, but only to the extent that such charges would have been covered if the family member had remained in the hospital.

Each visit by a registered graduate nurse (R.N.) or licensed practical nurse (L.P.N.) to provide nursing care, by a therapist to provide physical, occupational, or speech therapy, and each visit of up to four hours of home health aide services shall be considered as one home health care visit.

Limitations

Home health care expenses will not be included as covered medical expenses if they are for:

- Services or supplies not specified in the home health care plan;
- Services of a member of your family, your spouse/grandfathered domestic partner's family, or your household;

- Services of any social worker;
- Transportation services.

Hospice Care – Hospice care of a Plan Participant with a terminal prognosis (life expectancy of 6 months or less) who has been admitted to a formal program of Hospice care. Eligible expenses include Hospice charges for:

- Hospice facility services and supplies rendered on an inpatient basis;
- Nursing care by a registered graduate nurse, a licensed practical nurse, a vocational nurse, or a public health nurse whom is under the direct supervision of a registered nurse;
- Medical supplies, including drugs and biologicals and the use of medical appliances;
- Physician services; and
- Services, supplies, and treatments deemed medically necessary and ordered by a Physician.

Hospital Services – Inpatient and outpatient hospital expenses will be eligible for coverage if they are determined to be medically necessary and appropriate for the proper treatment of the Plan Participant's condition. Inpatient hospital stays will be payable according to the average semi- private room rate. After 23 observation hours, a confinement will be considered an inpatient confinement. *Private room* allowance is the average semi-private room charge or 90% of the lowest charge by the facility for private rooms in a facility that does not provide any semi-private accommodations unless it is deemed medically necessary. Also covered under hospital services are:

- *Ambulatory Surgical Center* – Services and supplies provided by an ambulatory surgical center in connection with a covered outpatient surgery.
- *Birthing Center* – Services and supplies provided by a birthing center in connection with a covered pregnancy.
- *Blood* – Charges for whole blood or blood plasma, administration of blood, blood processing and materials and supplies of technicians. If the patient donates his own blood for himself prior to surgery the Plan will pay up to the reasonable and customary amount for processing as if the blood was donated from a donor. *Please note that the cost for blood or plasma replaced by or for the patient is not reimbursed under the Plan.*
- *Diagnostic X-ray and Laboratory* – Facility fees for diagnostic x-ray and laboratory examinations.
- *Emergency Medical Care* – The initial treatment of an Emergency Medical Condition as defined herein with acute symptoms of sufficient severity to require immediate medical attention. Outpatient Emergency Services and supplies to treat injuries caused by an accident. Please note: **Emergency Room treatment of a condition that does not meet the definition of Emergency Medical Condition may not be covered and charges will be the Participant's responsibility.**
- *Intensive Care Unit* – Hospital charges for intensive care accommodation.
- *Medical Care or Supplies* – Special hospital charges for inpatient medical care or supplies received during any period room and board charges are made. This does not include personal supplies or convenience items such as slippers, toothbrushes, guest trays, etc.
- *Pre-Admission Testing* – Outpatient tests and studies required for your scheduled admission to a hospital. Pre-admission testing must be done within 5 days before a pre-scheduled hospital confinement and be related to the condition which causes the confinement.
- *Medicine* – Medicines which are dispensed and administered to a Plan Participant during an Inpatient confinement.

Inpatient Medical Rehabilitation Care – The inpatient rehabilitation services in a licensed acute care hospital rehabilitation unit, or skilled nursing facility for short term, active, progressive rehabilitation services that cannot be provided in an outpatient or home setting. ~~Maximum of 60 days in a calendar year.~~

Maternity and Newborn Care – Maternity expenses are covered to the same extent as any other illness. Coverage will NOT include expenses incurred by a surrogate mother, who is not a Plan Participant. Maternity expenses are available to a dependent child up through and including delivery. Hospital nursery services and a physician's exam provided during the birth confinement to a covered well newborn child, including a PKU test and circumcision.
Breast pumps will be covered under the Health Care Reform Mandated Preventive Services benefit level and are limited to one per pregnancy.

Newborns and Mothers' Health Protection Act

In compliance with the Newborns' and Mothers' Health Protection Act, group health plans and health insurance issuers generally may not restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the Plan or the issuer for prescribing a length of stay less than 48 hours (or 96 hours).

Medical Supplies – Disposable medical supplies such as casts, splints, trusses, surgical dressings, colostomy bags and related supplies, and catheters.

Mental Health – For Plan purposes, shall mean any disease or condition, regardless of whether the cause is organic, that is classified as a Mental or Nervous Disorder in the current edition of International Classification of Diseases, published by the U.S. Department of Health and Human Services, is listed in the current edition of Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association or other relevant State guideline or applicable sources, except for those conditions that are expressly excluded in the list of *Medical Limitations and Exclusions* Section. All licensed Mental Health Providers such as Psychiatrists (M.D.), psychologists (Ph.D.), counselors (LCSW, LMFT, & LADC), or any practitioner of the healing arts licensed and regulated by a State or Federal agency acting within the scope of their license may bill the plan for covered mental health services. *No benefits will be provided for residential treatment facilities.*

Midwife – Services of a registered nurse midwife when provided in conjunction with a covered pregnancy.

Occupational Therapy – Therapy provided under the direction of a physician and by a certified occupational therapist, utilizing arts, crafts, or specific training in daily living skills, to improve and maintain a patient's ability to function. Additional visits subject to review for medical necessity. Covered expenses do not include recreational programs, maintenance therapy, or supplies used in occupational therapy.

Organ Transplants – Expenses incurred by a Plan Participant who is the recipient of a human organ or tissue transplant which is not experimental or investigational in nature. There is no coverage under the Plan for charges or services incurred in obtaining donor organs if such charges or services are covered under any group or individual coverage of the donor. The transplant must be performed at a Plan designated or contracted organ transplant facility to receive the maximum benefits.

Orthotics – Custom molded devices for the feet.

Partial Hospitalization – Partial hospitalization must be a medically necessary alternative to inpatient hospitalization for mental health treatment or substance abuse treatment. This service is designed for patients who do not require 24-hour care, but who would benefit from more intensive treatment than ordinarily offered on an outpatient basis. ~~and are subject to the same limitations and conditions as mental health or substance abuse treatment.~~

Physical Therapy – Professional services of a licensed physical therapist, when specifically prescribed by a physician or surgeon as to type, frequency, and duration, but only to the extent that the therapy is for improvement of bodily function. Additional visits subject to review for medical necessity.

Physician Services – Medical and surgical treatment by a physician (M.D. or D.O.) including office, home or hospital visits, and consultations. Also includes Radiologists, Pathologists, and other licensed medical professionals.

- *Allergy Testing and Treatment* – Including coverage for allergy injections.
- *Hospital Visits* – Physician consultation services during your hospital confinement and expenses for inpatient visits by a physician.
- *Office Visits* – Covered services for office visits include expenses for most services and supplies provided in the physician office.

Preventive Care – The Plan will provide preventive health care services mandated through the ACA legislation include Preventive Care such as immunizations, screenings, and other services that are listed as recommended by the United States Preventive Services Task Force (USPSTF), the Health Resources and Services Administration (HRSA), and the Federal Centers for Disease Control (CDC).

Seehttps://www.hhs.gov/healthcare/about-the-aca/preventive-care/index.htmlor https://www.uspreventiveservicestaskforce.org/ for more details.

Important Note: The Preventive Care services identified through this link are recommended services, not mandated services. It is up to the Provider and/or Physician of care to determine which services to provide; the Plan Administrator has the authority to determine which services will be covered;

Preventive and Wellness Services for Adults and Children – In compliance with section (2713) of the Affordable Care Act, benefits are available for evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force (USPSTF).

Immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control and Prevention with respect to the individual involved. With respect to infants, Children, and adolescents, evidence-informed Preventive Care and screenings as provided for in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA).

A description of Preventive and Wellness Services can be found at: https://www.healthcare.gov/preventive-care-benefits/.

Women's Preventive Services – With respect to women, such additional Preventive Care and screenings as provided for in comprehensive guidelines supported by the Health Resources and Services Administration not otherwise addressed by the recommendations of the United States Preventive Service Task Force, which will be commonly known as HRSA's Women's Preventive Services Required Health Plan Coverage Guidelines. The HRSA has added the following eight categories of women's services to the list of mandatory preventive services:

a. Well-woman visits;
b. Gestational diabetes screening;
c. HPV DNA testing;
d. Sexually transmitted infection counseling;
e. HIV screening and counseling;
f. FDA-approved contraception methods and contraceptive counseling;
g. Breastfeeding support, supplies, and counseling; and
h. Domestic violence screening and counseling.

A description of Women's Preventive Services can be found at: http://www.hrsa.gov/womensguidelines/ or athttps://www.healthcare.gov/preventive-care-benefits/.

For information about breastfeeding support and supplies, including breast pumps, please contact the customer service number on the back of the member ID card. Breast pumps purchased from a retail outlet will be reimbursed as an Out-of-Network benefit.

Private Duty Nursing Care – The private duty nursing care by a licensed nurse (R.N., L.P.N. or L.V.N.). Covered charges for this service will be included to this extent:

- *Inpatient Nursing Care* – Charges are covered only when care is Medically Necessary or not Custodial in nature and the Hospital's Intensive Care Unit is full or the Hospital has no Intensive Care Unit.
- *Outpatient Nursing Care* – Charges are covered only when care is Medically Necessary and not

Custodial in nature. The only charges covered for Outpatient nursing care are those outlined under Home Health Care. Outpatient private duty nursing care on a shift-basis is not covered.

Prosthetics – Artificial limbs, eyes or other prosthetic appliances required to replace natural limbs, eyes or other body parts, devices that support or correct the function of a limb or the torso while a person is covered by the Plan. May also include helmets, extremity prosthetic additions, electric prosthetic joints, facial prosthesis provided by a non-physician, voice amplifiers, cranial remolding orthosis, and lower extremity orthosis, and knee braces. Prosthetic devices necessitated by a functional birth defect in a covered Dependent child.

- *Brace Replacements*. Unless there is sufficient change in the Plan Participant's physical condition to make the device no longer functional, replacement of leg, arm, back, and neck braces are limited to one replacement every three years.

Radiation Therapy – Care and services for radium and radioactive isotope therapy.

Residential Treatment Center – a live-in health care facility providing therapy for substance abuse, mental illness, or other behavioral problems.

Respiratory Therapy – Professional services of a licensed respiratory therapist, when specifically prescribed by a physician or surgeon as to type and duration, but only to the extent that the therapy is for improvement of respiratory function.

Screenings Due to Possible Exposure – The Southern Nevada Health District has determined that unsafe medical practices have been occurring at several Las Vegas-area medical clinics; and those unsafe medical practices identified by the Southern Nevada Health District may have exposed Plan Participants to hepatitis B, hepatitis C, and HIV. Plan Participants who had potential exposure to hepatitis B, hepatitis C, and HIV, due to unsafe medical practices in Las Vegas area medical clinics, and who have received written notification from the Southern Nevada Health District recommending laboratory screening for the participant, or meet other eligibility requirements, shall be eligible for laboratory screenings for these three tests. Eligibility requirements will be determined by the Plan Administrator. Testing will be subject to all Plan provisions.

Second Surgical Opinion – A second surgical opinion consultation following a surgeon's recommendation for surgery. The Physician rendering the second opinion regarding the Medical Necessity of a proposed surgery must be qualified to render such a service, either through experience, specialist training or education, or similar criteria, and must not be affiliated in any way with the Physician who will be performing the actual surgery.

A third opinion consultation will also be covered if the second opinion obtained does not concur with the first Physician's recommendation. This third Physician must be qualified to render such a service and must not be affiliated in any way with the Physician who will be performing the actual surgery.

Skilled Nursing Facility – Benefits are provided for Semi-Private room and board and ancillary supplies that are provided by a skilled nursing facility, but only when:

- Confinement is for the same condition causing the preceding confinement;
- Admission to the skilled nursing facility occurs within fifteen (15) days following discharge from an accredited hospital of a confinement of at least 3 days where services were rendered for the same or related conditions;
- The attending Physician certifies that the confinement is needed for further care of the condition that caused the Hospital confinement; and,
- The attending Physician completes a treatment plan which includes a diagnosis, the proposed course of treatment and the projected date of discharge from the Skilled Nursing Facility.

Sleep Disorders – Care and treatment for sleep disorders when deemed Medically Necessary.

Smoking Cessation – Care and treatment for smoking cessation programs as determined by The Department of Health and Human Services (HHS). Additional information can be found by visiting *http://www.healthcare.gov*. Note: It is advised to check this list regularly as it is subject to change without notice.

Speech Therapy – Speech therapy by a qualified speech therapist, other than a close relative, to restore or rehabilitate any speech loss or impairment caused by injury or illness, (except a mental, psychoneurotic or personality disorder) or by surgery for that injury or illness and includes speech therapy undertaken for correction of physical bodily function, i.e., swallowing. Speech therapy undertaken for correction of stuttering is not an eligible charge. In the case of congenital defect, expenses will be considered only if incurred after corrective surgery for the defect. Additional visits subject to review for medical necessity.

Substance Abuse – For Plan purposes substance abuse is physical and/or emotional dependence on drugs, narcotics, alcohol, or other addictive substances to a debilitating degree. It does NOT include tobacco dependence or dependence on ordinary drinks containing caffeine. Psychiatrists (M.D.), psychologists (Ph.D.), counselors (LCSW, LMFT, & LADC), or any other practitioner of the healing arts licensed and regulated by a State or Federal Agency may bill the Plan directly. All licensed mental health providers acting within the scope of their license may bill the plan for covered substance abuse services. ~~*No benefits will be provided for charges from any residential treatment facilities.*~~

Surgical Services – The following services you receive from a professional provider will be considered eligible expenses:

- *Anesthesia* – Anesthetics and services of a Physician or registered nurse anesthetist for the administration of anesthesia.
- *Assistant Surgeon* – the services of an assistant surgeon not to exceed 20% of the reasonable and customary charge of the primary surgeon.
- *Multiple Surgical Procedures* - Charges for **multiple surgical procedures** will be a covered expense subject to the following provisions:
    - If two or more surgical procedures are performed during the same session through the same incision, natural body orifice or operative field, the amount eligible for consideration under the Plan is the allowable for the largest amount billed for one procedure, plus 50% of the allowable for each of the additional procedures performed, unless the provider agreement states otherwise;
    - If two or more surgical procedures are performed during the same session through different incisions, natural body orifices or operative fields, the amount eligible for consideration under the Plan is the allowable for the largest amount billed for one procedure, plus 50% of the allowable for all other procedures performed, unless the provider agreement states otherwise;
    - EXCEPTION to subsections (i) and (ii) – Any procedure that includes the current procedural terminology (CPT) descriptive wording of "list separately in addition to the code for the primary procedure" will be allowed at 100%.
    - If multiple unrelated surgical procedures are performed by 2 or more surgeons on separate operative fields, benefits will be based on the contracted allowable or Reasonable and Customary Charge for each surgeon's primary procedure and limited in total to 150% of the combined total; and
    - If an assistant surgeon is required, the assistant surgeon's covered charge will not exceed 20% of the surgeon's Reasonable and Customary allowance.
- *Surgical Dressings* – Expenses related to surgical dressings, splints, casts, and other devices used in the reduction of fractures and dislocations.

Temporomandibular Joint (TMJ) Syndrome – The treatment of jaw joint disorders including conditions of structures linking the jawbone and skull and the complex of muscles, nerves and other tissues related to the temporomandibular joint. Care and treatment shall include but is not limited to physical therapy. Any appliance that is attached to or rests on the teeth and orthodontic services is covered under the Dental plan. *This does not include orthognathic surgery.*

Urgent Care – illness or injury that does not appear to be life threatening, but still requires care within 24 hours. Some examples include fever or flu, cough, cold, rash, infections, sprain, strains, vomiting, diarrhea, minor broken bones (i.e., toes or fingers).

Wellness Benefit – The Plan provides a wellness benefit up to $200.00 per calendar year for the following routine services for each covered employee/retiree and covered spouse and covered dependent child through age 26. This benefit may not be accumulated from year to year if the benefit is not used each year. To receive reimbursement, Plan Participants must complete a Wellness Benefit Designation Form with substantiation in order to receive this benefit. For the submission of medications for smoking cessation or weight loss, the medication must be recognized and approved by the FDA for the treatment of smoking cessation or weight loss; receipts must be from a pharmacy and include the name of the drug, patient's

name, date dispensed, and amount of purchase. The wellness benefit does NOT cover Deductibles, co-

payments, coinsurance, or any amount over the Reasonable and Customary amount as determined by the Plan.

1. Check-ups (including routine physical examination, laboratory tests and x-rays) or immunizations not covered under the Preventive and Wellness Services as specified by the Affordable Care Act
2. Eyeglasses or contact lenses (not covered by vision plan; a copy of the EyeMed denial form and/or explanation of benefits MUST be attached to the claim form)
3. Programs to stop smoking as approved by a physician
4. Weight loss program as approved or prescribed by a physician
5. Wigs (cranial prosthesis) due to hair loss caused by chemotherapy treatments

Wellness claims filed more than 12 months after the date of service will not be eligible for payment

MEDICAL EXCLUSIONS AND LIMITATIONS

No payment will be made under any provision of this Plan for expenses incurred by a Plan Participant for:

Administrative Fees – Expenses for missed appointments, completion of claim forms or provided medical information to determine coverage, and/or charges for telephone consultations (not including virtual telemedicine visits, which are covered).

Ancillary Services - Services rendered in connection with care provided to treat a medical condition whether scheduled or unscheduled, including, but not limited to surgery, anesthesia, diagnostic testing, and imaging or therapy services. This term also includes services of the attending Physician or primary surgeon in the event of a medical Emergency. With respect to the Protection from Balance Billing section, Ancillary Services means items and services provided by out-of-network Physicians at network facilities that are related to Emergency medicine, anesthesiology, pathology, radiology, neonatology, laboratory services, or diagnostic services; provided by assistant surgeons, hospitalists, and intensivists; or provided by an out-of-network Physician when a network Physician is not available.

Batteries – Replacement batteries for wheelchairs or other durable medical equipment.

Biofeedback – Biofeedback, recreational, or educational therapy, or other forms of self-care of self- help training or any related diagnostic testing except as provided under the Autism Spectrum Disorder.

Complications of non-covered treatments – Care, services or treatment required as a result of complications from a treatment not covered under the Plan.

Cosmetic Surgery – Any surgery, service, drug, or supply designed to improve the appearance of an individual by alteration characteristic which is within the broad range of normal, but which may be considered unpleasing or unsightly, except when:

- Necessitated by a non-occupational accidental injury, disease, or infection which occurs and is treated while the patient is covered by the Plan.
- Surgery is performed to reconstruct a prior mastectomy, which was medically necessary;
- Necessary to correct a congenital abnormality in a child.
-
- Deemed medically necessary and in accordance with clinical guidelines for the treatment of gender dysphoria.

Counseling – Expenses for religious, marital, family or relationship counseling.

Court-Ordered Care – Any care, confinement, or treatment of a Plan Participant in a public or private institution as the result of a court order.

Custodial Care – Care or confinement primarily for the purpose of meeting personal needs which could be rendered at home or by person without professional skills or training. Any type of maintenance care which is not reasonably expected to improve the patient's condition, except as may be included as part of a formal Hospice care program.

Educational or Vocational Testing – Services for educational or recreational therapy; vocational testing or training; learning disabilities; behavior modification therapy; any form of non-medical self-care or self-help training, including any related diagnostic testing; music therapy; health club memberships; aquatic or pool therapies. Charges incurred for special education or training for learning disorders.

Any expense related to the services performed by a physician or other professional provider enrolled in an education or training program when such services are related to the education or training program.

Employees of Covered Facilities – Professional services billed by a physician or nurse who is an employee of a clinic, hospital or skilled nursing facility and paid by the facility for the services that they provide.

Excess Charges – The part of an expense for care and treatment of an injury or illness that is in excess of the reasonable and customary charge. This exclusion does not apply to payments that may be required

under the No Surprises Act.

Excess Skin Removal following Bariatric Surgery – The removal of excess skin following bariatric surgery.

Exercise Program – Exercise programs, equipment or supplies made or used for physical fitness, athletic training, or general health upkeep.

Experimental or Investigational – Charges for Experimental or Investigational services, treatments, supplies, or drugs which have not been approved by the United States Food and Drug Administration. *The Affordable Care Act (ACA) along with Section 2709 of the Public Health Service Act (PHSA) limits what treatment may be considered experimental and/or investigational. Refer to Clinical Trials in the Covered Medical Expenses section for more information.*

Eye Care – Radial keratotomy or other eye surgery to correct near-sightedness (except as provided elsewhere in the Plan). Also, routine eye examinations, including refractive errors, lenses for the eyes and exams for their fitting. This exclusion does not apply to aphakic patients and soft lenses, or sclera shells intended for use as corneal bandages.

Foot Care – Expenses for routine or cosmetic foot care, such as corns, calluses, flat foot conditions, supportive devices for the foot (except custom foot orthotics as specified in the *Covered Medical Expenses* section), treatment of subluxations of the foot (except capsular or bone surgery), toenails (except surgery for ingrown nails), fallen arches, weak feet, chronic foot strain, and symptomatic complaints of the feet. Orthopedic shoes are not covered (except when permanently attached to braces).

Foreign Travel – Care, treatment or supplies out of the United States if travel is for the sole purpose of obtaining medical services.

Genetic Testing and Counseling – Unless required as part of the prior authorization process to dispense pharmaceutics or as required by the Food and Drug Administration, expenses for genetic testing and counseling, are excluded unless otherwise indicated in this document as a covered expense.

Government Coverage – Care, treatment or supplies furnished by a program or agency funded by any government for which the Plan Participant is not liable for payment. This does not apply to covered expenses rendered by a United States Veteran's Administration Hospital when services are provided for a non-service-related illness or injury, Medicaid or when otherwise prohibited by law.

Hair Loss – Care and treatment for hair loss including wigs, hair transplants or any drug that promises hair growth, whether prescribed by a physician.

Holistic or Homeopathic Medicine – Services, supplies or accommodations provided in connection with holistic or homeopathic treatment, including drugs.

Hypnosis – Services, supplies or treatment related to the use of hypnosis.

Illegal Acts – Charges for an injury or illness caused wholly, partially, directly, or indirectly by engaging in an illegal act or occupation; by committing or attempting to commit any crime, criminal act, assault, or other felonious behavior; or by participating in a riot or public disturbance. In compliance with the Health Insurance Portability and Accountability Act, if an injury results from a medical condition or act of domestic violence, the plan will not deny benefits for the injury. A medical condition includes both physical and mental illnesses.

Immunizations – Expenses for the administration of a vaccine to provide immunity and resistance to certain diseases, except as otherwise provided in this document.

Infertility Treatment – Expenses for the promotion of conception including, but not limited to artificial insemination, in vitro fertilization, GIFT (Gamete Intra Fallopian Transfer), fertility studies, sterility studies, non-surgical procedures, and related treatment. However, charges for testing to determine the diagnosis of infertility are covered.

Maintenance Care – Services or supplies that cannot reasonably be expected to lessen the patient's disability or to enable him to live outside of an institution.

No Charge – Charges for which the Plan Participant and/or the Plan are not legally required to pay, including charges, which would not have been made if no coverage existed. This exclusion is subject to the right, if any, of the United States Government to recover reasonable and customary charges for care provided in a military or veterans' hospital.

No Obligation to Pay – Expenses for services that are furnished under conditions, which the Plan Participant has no legal obligation to pay. This exclusion will not apply to eligible expenses that may be covered by state Medicaid coverage where federal law requires the employer's plan to be primary.

No Physician Recommendation – Care, treatment, services or supplies not recommended, prescribed, performed, or approved by a legally qualified physician; or treatment, services or supplies when the Plan Participant is not under the regular care of a physician. Regular care means ongoing medical supervision or treatment that is appropriate care for the injury or illness.

Non-Emergency Hospital Admissions – Care and treatment billed by a Hospital for non- Medical Emergency admissions. This does not apply if surgery is performed within 24 hours of admission.

Not Medically Necessary – Charges, which are determined not to be medically necessary.

Not Specified as Covered – Services, treatments and supplies that are not specified as covered under this Plan.

Obesity – Services, supplies for anorexiants, obesity or weight, except when provided for treatment of morbid obesity or as required under the preventive care benefit.

Occupational and/or Work Related – Any condition for which the Plan Participant has or had a right to compensation under any Workers' Compensation or occupational disease law or any other legislation of similar purpose, or is otherwise deemed by Statute to be care or treatment compensable under the Nevada Industrial Insurance Act commencing at NRS Chapter et seq.
However, if the Plan provides benefits for any such condition, the Plan Administrator will be entitled to establish a lien upon such other benefits up to the amount paid.

Orthognathic Surgery – The surgical correction of a skeletal anomaly or malformation of the jaw involving the mandible or maxillary joint.

Penalties – For a charge refused by another Plan as a penalty assessed due to non-compliance with that Plan's rules and regulations.

Personal Comfort Items – Personal care or comfort items, such as, but not limited to, barber/beautician services, radio, television, and telephone services, guest meals, guest cots, rental of humidifiers, massage equipment, air conditioners, air-purification units, electric heating units, orthopedic mattresses, nonprescription drugs and medicines, elastic bandages or stockings, and first-aid supplies and non-hospital adjustable beds. Expenses for personal hygiene and convenience items considered personal comfort items are excluded from Plan coverage.

Plan design excludes – Charges excluded by the Plan design as mentioned in this document.

Postage – Any postage, shipping, or handling charges, which may occur in the transmittal of information.

Prophylactic Services – Surgical services or treatment performed for the purpose of avoiding the risk of an illness, disease, physical or mental disorder or condition based on genetic information or genetic testing Prophylactic mastectomy performed on individuals who have tested positive for the BRCA 1 or BRCA 2 mutations will be covered.

Recognized Amount - The Plan's determination of the allowed amount payable for covered services subject to Protection from Balance Bills, the amount on which Co-pays, Plan Participation, and applicable Deductibles are based for the below covered health services when provided by non-network
providers:

Out of-network Emergency health services.

Non-Emergency covered health services received at certain network facilities by non-network Physicians, when such services are either Ancillary Services or non-Ancillary Services that have not satisfied the notice and consent criteria of section 2799B-2(d) of the Public Service Act. For the purpose of this provision, the term "certain network facility" is limited to a Hospital (as defined in section 1861(e) of the Social Security Act), a Hospital Outpatient department, a critical access Hospital (as defined in section 1861(mm)(1) of the Social Security Act), an ambulatory surgical center (as described in section 1833(i)(1)(A) of the Social Security Act), and any other facility
specified by the Secretary of Health and Human Services.

The amount is based on either:

- an All-Payer Model Agreement if adopted,
- state law, or
- the lesser of the qualifying payment amount as determined under applicable law or the amount billed by the provider or facility.

The Recognized Amount for air ambulance services provided by a non-network provider will be calculated based on the lesser of the qualifying payment amount as determined under applicable law or the amount billed by the air ambulance service provider.

Note: Covered health services that use the Recognized Amount to determine Your cost-sharing may be higher or lower than if cost-sharing for these covered health services was determined based upon a Covered Expense.

Relative Providing Services – Charges for treatment or services of physicians, nurses, chiropractors, physiotherapists, or other practitioners, who live in your home and/or if the provider of service is the employee, employee's spouse/grandfathered domestic partner, child, brother, sister, or parent, whether the relationship is by blood or exists in law.

Replacement Prosthetic Devices/Braces – Replacement of braces of the leg, arm, back, neck or artificial arms or legs, unless there is sufficient change in the Plan Participant's physical condition to make the original device no longer functional.

~~**Residential Treatment Center** – a live-in health care facility providing therapy for substance abuse, mental illness, or other behavioral problems.~~

Routine Care – Charges for the examinations, subsequent diagnostic testing, or corresponding forms including, but not limited to the following: premarital exams; physicals for college, camp, sports, or travel; examinations for insurance, licensing, or employment. Immunizations and inoculations are also excluded, except where specifically covered by the Plan.

Services Before or After Coverage – Charges for services and/or supplies provided before the effective date of coverage under the Plan or provided after termination of coverage under the Plan.

Sexual Dysfunction – Expenses for services, supplies or drugs related to sexual dysfunction not related to organic disease, sex therapy.

Sleep Disorders – Care and treatment for sleep disorders unless deemed medically necessary.

Surgical Sterilization Reversal – Care and treatment for the reversal of an elective surgical sterilization.

Third Party Liabilities – Any expenses caused by a third party when payment for such expenses has been paid (or will be paid) by the third party or the third party's insurance company (Please refer to the Coordination of Benefits and Subrogation sections).

Travel or Accommodations – Charges for travel or accommodations, whether recommended by a physician, except for ambulance charges as defined as a covered expense.

Vitamins or Dietary Supplements – Prescription or non-prescription organic substances used for nutritional purposes other than pre-natal vitamins by prescription only.

War – Treatment of injury or illness that is occasioned by insurrection of war or any act of war, whether declared

or undeclared.

PRESCRIPTION DRUG EXPENSE BENEFIT

Clark County Self-Funded Group Medical and Dental Benefits Plan provides a Prescription Drug Plan. The Plan has contracted with a Pharmacy Benefit Manager to provide a comprehensive preferred formulary pharmacy benefit program. Coverage is provided only for those preferred formulary medications approved by the U.S. Food and Drug Administration (FDA) as requiring a prescription and FDA approved for the condition, dose, duration, and frequency as prescribed by a Physician. The Plan Participant is responsible for the applicable co-payment when the card is presented in the drugstore.

Retail Co-payment
The retail co-payment is applied to each covered formulary prescription drug charge, which is shown in the Schedule of Benefits. The co-payment amount is not a covered charge under the Medical Plan but does accumulate towards the Prescription Drug Out-of-Pocket Maximum. Formulary prescription coverage is available at any in-network retail pharmacy. The location of the in-network pharmacies is available through the Pharmacy Benefit Manager. Any one prescription is limited to a maximum of a 30-day supply with the exception of the Retail 90-day program

Mail Order Drug Benefit Option
The mail order drug benefit option is available for up to a 90-day supply of non-emergency, extended use maintenance medications (those that are taken for long periods of time, such as drugs sometimes prescribed for heart disease, high blood pressure, etc.). Certain medications, such as controlled substances for pain management, are not available through the mail order program. The list of covered mail order medications is available through the Pharmacy Benefit Manager and is the easiest way to obtain covered maintenance medications.

Mail Order Co-payment
The co-payment is applied to each covered formulary mail order prescription charge and is shown in the Schedule of Benefits. It is not a covered charge under the Medical Plan but does accumulate towards the Prescription Drug Out-of-Pocket Maximum. Any one covered prescription is limited to a maximum of a 90-day supply.

The Plan offers a Copay Max program for specialty drugs included in the specialty tier and dispensed only through the specialty pharmacy, Lumicera. This program will properly manage your expenses for eligible specialty medications while also lowering the Plan's overall cost if copay assistance is available. Under the program, your specialty medications are subject to a coinsurance of 30%. However, with this program your total payment will be $0 after utilization of available copay assistance for qualifying specialty medications. Only the amount you pay out-of-pocket will apply to your annual deductible and/or out-of-pocket maximum. If a specialty medication does not qualify or is removed from the program, your copay will default to the formulary's current tiered coinsurance/copay.

Qualifying expenses include:

- All formulary drugs prescribed by a Physician that require a prescription either by federal or state law and are in treatment of an illness or injury.
- All formulary compounded prescriptions containing at least one prescription ingredient in a therapeutic quantity.
- Insulin when prescribed by a Physician.
- Injectable medications when prescribed by a physician, and as authorized through the Drug Utilization Review Program.
- Covered Prescription Drugs will be dispensed in accordance with the Pharmacy Benefit Manager preferred drug formulary or approved preferred generic substitution when permissible.
- Preferred Generic Prescription Drugs will be dispensed if: (a) the generic has been approved by the Food and Drug Administration (FDA), (b) the particular generic substitution has been manufactured by an FDA approved manufacturer, and (c) the generic substitution has been shown, through bioequivalent studies, to be equivalent to the name brand products in terms of bioavailability and therapeutic effectiveness.

- Contraceptives. All FDA approved contraceptives Drugs and methods, in accordance with HRSA guidelines and NRS 689B.0376, which requires coverage for up to 12 months of contraceptives Drugs in certain circumstances.
- Over the Counter (OTC) Drugs. OTC Drugs related to Preventive and Wellness Services as specified by the Affordable Care Act of 2010. A description of these services can be found at: https://www.healthcare.gov/preventive-care-benefits/. This includes FDA-approved generic Drugs and Over-the-Counter (OTC) Drugs, devices and supplies related to Women's Preventive Services, as specified by the Affordable Care Act of 2010. A description of FDA- approved contraceptive methods can be found at: http://www.fda.gov/ForConsumers/ByAudience/ForWomen/WomensHealthTopics/ucm117971.htm.

Coverage for Injectable Medications

All covered injectable medications, with the exception of insulin, require prior authorization through the Pharmacy Benefit Manager. Covered injectable medications listed on the preferred formulary include injectable drugs which are an accepted standard of care for self-administration. Covered injectables must be purchased through a contracted Specialty pharmacy participating in the pharmacy program only if prior authorized through the Pharmacy Benefit Manager. Contact the Pharmacy Benefit Manager to determine how your injectable medication will be covered.

Limits To The Prescription Drug Benefit

This benefit applies only when a Plan Participant incurs a covered prescription drug charge. The covered drug charge for any one prescription will be limited to:

- Refills only up to the number of times specified by a Physician.
- Refills up to one year from the date of order by a Physician.
- The reasonable and customary allowance as determined by the Pharmacy Benefit Manager.
- If a prescription is written for a Brand medication which has a generic equivalent, and the prescribing physician does not specify "dispense as written" (DAW) the prescription will be filled with the generic equivalent. If the member requests the Brand medication, the member will be responsible for the Brand co-payment plus the difference in cost between the Brand and generic medication.
- If a covered dependent has pharmacy benefits through their primary health benefit plan, they must utilize the benefits of the primary pharmacy benefit first. This pharmacy benefit does not coordinate with the primary pharmacy benefit plan.

No prescription benefits will be paid for charges incurred for:

- Charges for therapeutic devices or appliances even though such devices may require a prescription. These include (but are not limited to) therapeutic devices, artificial appliances, braces, support garments, or any similar device.
- Any charge for the administration of a covered Prescription Drug (applies only to the Prescription Drug Program).
- Any drug or medicine that is consumed or administered at the place where it is dispensed (applies only to the Prescription Drug Program).
- Experimental drugs and medicines, even though a charge is made to the Plan Participant.
- Any drug not approved by the Food and Drug Administration.
- A charge for cosmetics, hair growth aids, dietary supplements, and vitamins.
- Immunization agents or biological sera.
- Investigational. A drug or medicine labeled: "Caution - limited by federal law to Investigational use".
- A charge excluded under Medical Plan Exclusions.
- A charge for Prescription Drugs which may be properly received without charge under local, state, or federal programs.
- A drug or medicine that can legally be bought without a written prescription. This does not apply to injectable insulin.

Employer Group Waiver Plan (EGWP)

The Plan Administrator offers a Medicare Employer Group Waiver Plan (EGWP) to Medicare-eligible retirees and Medicare eligible dependents covered under the Plan. The EGWP meets requirements applicable to Medicare Part D and retirees and dependents enrolled in either Medicare Part A or B or Parts A and B will be automatically enrolled in the EGWP upon becoming Medicare-eligible. The Plan Administrator will collect the Medicare premium for Part D drug plan coverage except any additional premium imposed due to exceeding the income threshold as defined by the Social Security Administration. Covered drugs will be subject to the formulary approved by the Centers for Medicare and Medicaid Services.

As with Medicare Part D plans, members of the EGWP with a higher income may be assessed an Income Related Monthly Adjustment Amount (IRMAA). Failure to pay the required IRMAA amount will result in benefits being paid on an out-of-network basis for prescription drugs. Any assessed penalties will not apply to the member's out-of-pocket maximum.

If a member is eligible for Part A or B or Parts A and B and does not enroll in Medicare coverage, the member will not have prescription benefits coverage under the Plan.

If a member elects Part D Prescription Drug Plan (PDP) outside of Clark County Self-Funded EGWP Plan, the member will not have prescription benefits coverage under the Plan. Prescription benefit coverage will be through the PDP plan otherwise selected by the member.

Contact the Pharmacy Benefit Manager for more information regarding EGWP.

CLAIMS PROCEDURES FOR SUBMITTING A CLAIM

How To File A Claim

For purposes of this Plan a filed claim for payment of benefits shall mean a completed paper or electronic claim form submitted to the Plan naming the specific claimant, the date of service, the charges, the specific medical condition or symptom, a specific treatment or service that was rendered or product provided by a qualified provider.

Preferred Network and In-Network (PPO) Claims

When a Plan Participant utilizes the services of PPO hospitals, physicians and other providers, involvement in the claims process will be minimal. After identifying as a Plan Participant of the Clark County Self-Funded Group Medical and Dental Benefits Plan, bills incurred for covered expenses under this Plan will be sent by the provider directly to the address identified on the Plan ID Card.

When the hospital or other provider submits bills, the payment will be sent to the providers directly. The Plan Participant will receive a copy of the Explanation of Benefits (EOB) showing the payments made and any deductibles or co-insurance involved in the benefits calculation.

To avoid a delay in claims processing, the PPO Provider should be provided with the Plan Participant's ID card listing the current billing instructions for the claim's administrator. If the claim is the result of an accident, please give date, place, and cause of accident, and a completed Accident Detail Form available from the Claims Administrator @ https://www.umr.com

Out-of-Network Claims

When a Plan Participant incurs medical expenses for which it is believed reimbursement is due under the terms of the Plan, the necessary documentation must be filed with the Claims Administrator, UMR, P.O. Box 30541, Salt Lake City, UT 84130-0541 (EDI #39026). Claim forms can be obtained from the Claims Administrator.

It is the Plan Participant's responsibility to provide any information that is necessary for the Plan to make a prompt and fair evaluation of your claim. It is suggested that each time a claim is filed, the following information is provided:

- Plan Participant's name, Plan ID Number and the Plan Number as shown on the ID card. If the claim is for a dependent, identify that individual in the same fashion as you did on your enrollment form.
- Have all charges presented on an original itemized bill listing dates of service, type of service and the charge for each service as rendered, including the provider's name, address, telephone number, and tax identification number.
- Have the attending physician identify the diagnosis for which treatment was rendered on the bill.
- If the claim is the result of an accident, please give date, place, and cause of accident, and a completed Accident Detail Form available from the Claims Administrator at: @ https://www.umr.com.

Claim Timely Filing

If a Plan Participant claims benefits, a proof of claim must be furnished to the claim's administrator within 60 days of the date charges for the service were incurred. If a written or electronic claim is not furnished to the claim's processor within 12 months, the claim will be denied. Benefits are based on the Plan's provisions at the time that the charges are incurred. Claims submitted after the 12-month period will not be considered for payment or may be reduced.

The Claim Administrator will determine if enough information has been submitted to enable proper consideration of the claim. If not, more information may be requested from the claimant. The Plan reserves the right to have a Plan Participant seek a second medical opinion.

A request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If a claim is wholly or partially denied, the Claims Administrator will furnish the Plan Participant with written notice of its denial. The request will be processed within 10 working days after receipt of claim. If not approved in whole or part, written notice will be provided which contains the following information:

1. The specific reason or reasons for the denial;
2. Specific reference to those Plan provisions on which denial is based;
3. A description of any additional information or material necessary to correct the claim and an explanation of why such material or information is necessary; and
4. Appropriate information as to the steps to be taken if a Plan Participant wishes to submit the claim for review.

Claim Overpayments

A Plan Participant shall be responsible for repaying the Plan any overpayments made to the Plan Participant, dependents, or any providers directly. Failure to make such repayment (or agree to terms acceptable to the Plan Administrator regarding such repayments) after written notice from the Plan Administrator requesting a repayment shall result in the reduction of future claim payments which would otherwise be payment to the Plan Participant and/or his/her dependents, or to a service provider on behalf of the Plan Participant and/or his/her dependents. In the event the Plan Administrator should be required to institute litigation to enforce this provision of the Plan, the Plan Administrator upon prevailing will be entitled to recover pre-judgment interest and reasonable attorneys' fees in addition to any other relief provided by law.

Non-U.S. Providers of Emergency Services

Expenses for Emergency Services which are rendered by a Provider whose principal place of business or address for payment is located outside the United States (a "Non-U.S. Provider") to treat an Emergency Medical Condition services are payable under the Plan at the out-of-network level, subject to all Plan exclusions, limitations, maximums, and other provisions, under the following conditions:

1. Benefits may not be assigned to a Non-U.S. Provider;
2. The Participant is responsible for making all payments to Non-U.S. Providers, and submitting receipts to the Plan for reimbursement;
3. Benefit payments will be determined by the Plan based upon the exchange rate in effect on the Incurred Date;
4. The Non-U.S. Provider shall be subject to, and in compliance with, all U.S. and other applicable licensing requirements; and
5. Claims for benefits must be submitted to the Plan in English.

PROTECTION FROM BALANCE BILLING

This section is to be interpreted in accordance with the No Surprises Act, as amended. Covered health care services that are subject to the No Surprises Act requirements will be reimbursed according to this section. Retiree-only plans are not subject to the Protection from Balance Billing requirements.

Emergency health care services provided by an Out-of-Network provider will be reimbursed as set forth under Allowed Amounts below.

Covered health care services provided at certain network facilities by Out-of-Network Physicians, when not Emergency health care services, will be reimbursed as set forth under Allowed Amounts below. For these covered health care services, the term "certain network facility" is limited to a Hospital, a Hospital Outpatient department, a critical access Hospital, an ambulatory surgical center, and any other facility specified by the Secretary of Health and Human Services.

Air Ambulance Transportation provided by an Out-of-Network provider will be reimbursed as set forth under Allowed Amounts below.

ALLOWED AMOUNTS

For covered health care services that are Ancillary Services received at certain network facilities on a non-Emergency basis from Out-of-Network Physicians, You are not responsible, and the Out-of-Network provider may not bill You, for amounts in excess of Your Co-pay, Plan Participation, or Deductible, based on the Recognized Amount as defined in this SPD.

For covered health care services that are non-Ancillary Services received at certain network facilities on a non-Emergency basis from Out-of-Network Physicians who have not satisfied the notice and consent criteria, or for unforeseen or urgent medical needs that arise at the time a non-Ancillary Service is provided for which notice and consent has been satisfied as described below, You are not responsible, and the Out-of-Network provider may not bill You, for amounts in excess of Your Co-pay, Plan Participation, or Deductible, based on the Recognized Amount as defined in this SPD.

For covered health care services that are Emergency health care services provided by an Out-of-Network provider, You are not responsible, and the Out-of-Network provider may not bill You, for amounts in excess of Your applicable Co-pay, Plan Participation, or Deductible, based on the Recognized Amount as defined in this SPD.

For covered health care services that are air Ambulance Transportation services provided by an Out-of-Network provider, You are not responsible, and the Out-of-Network provider may not bill You, for amounts in excess of Your applicable Co-pay, Plan Participation, or Deductible, based on the rates that would have applied if the service had been provided by a network provider and on the Recognized Amount as defined in this SPD.

Allowed amounts are determined in accordance with the claims administrator's reimbursement policy guidelines or as required by law, as described in this SPD.

OUT-OF-NETWORK BENEFITS

When covered health care services are received from an Out-of-Network provider as described below, allowed amounts are determined as follows:

- For non-Emergency covered health care services received at certain network facilities from Out-of-Network Physicians when such services are either Ancillary Services or non-Ancillary Services that have not satisfied the notice and consent criteria of section 2799B-2(d) of the Public Service Act with respect to a visit as defined by the Secretary of Health and Human Services, the allowed amount is based on one of the following, in the order listed as applicable:

    - The reimbursement rate as determined by a state All Payer Model Agreement. -39- 7670-00-414937, 7670-05-414937
    - The reimbursement rate as determined by state law.
    - The initial payment made by the claim's administrator, or the amount subsequently agreed to by the Out-of-Network provider and the claims administrator.
    - The amount determined by Independent Dispute Resolution (IDR).
    - For the purpose of this provision, the term "certain network facility" is limited to a Hospital, a Hospital Outpatient department, a critical access Hospital, an ambulatory surgical center, and any other facility specified by the Secretary of Health and Human Services.

IMPORTANT NOTICE: For Ancillary Services, non-Ancillary Services provided without notice and consent, and non-Ancillary Services for unforeseen or urgent medical needs that arise at the time a service is provided for which notice and consent has been satisfied, You are not responsible, and an Out of-Network Physician may not bill You, for amounts in excess of Your applicable Co-pay, Plan Participation, or Deductible, based on the Recognized Amount as defined in this SPD.

- For Emergency health care services provided by an Out-of-Network provider, the allowed amount is based on one of the following, in the order listed as applicable:

    - The reimbursement rate as determined by a state All Payer Model Agreement.

- The reimbursement rate as determined by state law.
- The initial payment made by the claims administrator, or the amount subsequently agreed to by the Out-of-Network provider and the claims administrator.
- The amount determined by Independent Dispute Resolution (IDR).

IMPORTANT NOTICE: You are not responsible, and an Out-of-Network provider may not bill You, for amounts in excess of Your applicable Co-pay, Plan Participation, or Deductible, based on the Recognized Amount as defined in this SPD.

- For air Ambulance Transportation provided by an Out-of-Network provider, the allowed amount is based on one of the following, in the order listed as applicable:

  - The reimbursement rate as determined by a state All Payer Model Agreement.
  - The reimbursement rate as determined by state law.
  - The initial payment made by the claim's administrator, or the amount subsequently agreed to by the Out-of-Network provider and the claims administrator.
  - The amount determined by Independent Dispute Resolution (IDR).

IMPORTANT NOTICE: You are not responsible, and an Out-of-Network provider may not bill You, for amounts in excess of Your Co-pay, Plan Participation, or Deductible, based on the rates that would have applied if the service had been provided by a network provider and on the Recognized Amount as defined in this SPD.

After the Plan has issued payment for covered health care services, the Plan may be required to pay the provider an additional amount or discount to resolve and settle the provider's balance bill.

How To Appeal A Claim Denial

Time Sensitivity*: If any appeal does not comply with the timelines set forth in this provision below, the right to appeal the adverse benefit determination will be lost.*

To appeal an adverse benefit determination or to review administrative documents pertinent to the claim, send a written request to the Claims Administrator or Clark County Office of Risk Management within the time limits described herein. A full and fair review of the claim will be made with no deference given to the initial benefit determination. As part of the review, the Plan Participant or the Plan Participant's authorized representative are allowed to review all Plan Documents and other information that affect the claim and are allowed to submit issues, comments, documents, records, or other information that had not previously been submitted, as provided herein below.

During the period that the claim is being reconsidered, if there is reason to believe that medical records contain information that should be disclosed by a physician or other health professional, the Plan Participant or the Plan Participant's authorized representative will be referred to the physician for the information before the Plan will provide the requested documents directly to the Plan Participant or the Plan Participant's authorized representative. However, if the provider fails to provide the requested information to the Plan Participant or the Plan Participant's authorized representative in a reasonable period of time and without charge, the request will be honored by the Plan. Neither the Plan Participant nor the Plan Participant's authorized representative will be provided access to or copies of files of other Plan Participants. For an appeal resulting in an adverse benefit determination, the identity of any medical or vocational expert consulted in connection with the appeal will be provided upon request, without regard to whether the advice was relied upon in making the determination.

All interpretations, determinations, and decisions of the reviewing entity with respect to any claim will be its sole decision based upon the Plan documents. All decisions of the Plan Administrator will be deemed final and binding.

Appeals of Adverse Benefit Determinations Will be Considered as Follows:

1. First Level Appeal – Plan Administrator
   The Plan Participant or the Plan Participant's authorized representative has **180 days** after receipt of an Explanation of Benefits (EOB) to appeal an adverse benefit determination to the Plan Administrator, through the Claims Administrator. The Plan Administrator will make a full and fair review of the claim, with no deference given to the initial determination. As part of the review, the Plan Participant or the Plan Participant's authorized representative are allowed to review all Plan documents and other papers that affect the claim and are allowed to submit issues and comments and argue against the denial in writing. The Plan Administrator will make a determination within 20 days after receiving a claim appeal.

2. Second Level Appeal – Group Health Committee
   If the Plan Administrator upholds the Claims Administrator's adverse benefit determination, the Plan Participant or the Plan Participant's authorized representative may, within **30 days** of receiving the Plan Administrator's written denial of a First Level Appeal, request review by the Plan's Group Health Committee. Appeals to the Group Health Committee (Committee) will be resolved according to the following procedure:

   - Only a Plan Participant or a Plan Participant's authorized representative may submit a written appeal to the Committee. The request for this Second Level Appeal should be submitted in writing to the Plan Administrator through the Clark County Office of Risk Management.
   - The Office of Risk Management will submit the request for Second Level Appeal to the Committee for its review at the next monthly meeting of the Committee.
   - The Plan Participant or Plan Participant's authorized representative will be notified of the date scheduled for the Committee review and may submit additional written information for the Committee's consideration, including medical records, medical opinions, or statements. Additional written material must be provided to the Office of Risk Management at least 5 business days in advance of the scheduled Committee review date.
   - Within 30 days after the Committee completes its review of the appeal, the Committee, through the Office of Risk Management, will provide the Plan Participant or Plan Participant's authorized representative with a written determination regarding the appeal.

3. Third Level Appeal – External Review
   Within **180 days** of the Plan Participant or Plan Participant's authorized representative's receipt of the Group Health Committee's written decision to uphold an adverse benefit determination, the Plan Participant or Plan Participant's authorized representative may request an External Review. To request an External Review, the Plan Participant or Plan Participant's authorized representative must submit a written request for External Review to the Claims Administrator. An independent organization will then review the decision and provide the Plan Participant or Plan Participant's authorized representative with a written determination. If this organization decides to overturn an adverse benefit determination, the Plan Administrator will provide coverage or payment as directed by the External Review, consistent with the Review's interpretation of the Plan Document.

If the adverse benefit determination is upheld, there is no further review available under the appeals process.

If you or your representative fail to file a request for review (appeal) in accordance with the claims procedures as described above, you or your representative will have no right to review. The denial of your claim will become final and binding.

Frequently Asked Claims Procedure Questions:

What if a Plan Participant needs help understanding an adverse benefit determination?

Contact the Claims Administrator via the customer service phone number on the back of the ID Card for assistance in understanding an adverse benefit determination.

What if a Plan Participant doesn't agree with the determination? A Plan Participant has a right to appeal any adverse benefit determination as set forth in this section above.

What if a situation is urgent? If the situation meets the definition of urgent under the law, the review will be conducted on an expedited basis. Generally, an urgent situation is one in which a Plan Participant's health may be in serious jeopardy or, in the opinion of the physician, a Plan Participant may experience pain that cannot be adequately controlled while waiting for a decision on the appeal. A Plan Participant may request an expedited appeal by contacting customer service at the number on the back of the Plan Participant's ID Card.

Who may file an appeal? A Plan Participant or someone who is named to act for a Plan Participant (an authorized representative) may file an appeal. An authorized representative is a person who is chosen by and identified to assist or authorized to represent the Plan Participant, including a family member, provider, employer representative or attorney. An assignment of benefits by a Plan Participant to a health care provider does not constitute designation of an authorized representative.

Can a Plan Participant provide additional information about my claim? Yes, a Plan Participant may supply additional information to the Claims Administrator.

Can a Plan Participant request copies of information relevant to my claim? Yes, a Plan Participant may request copies (free of charge) by contacting the Claims Administrator at the number on the back of the ID Card.

Definitions and Rights Relevant to the Appeal Process

Adverse Benefit Determination Any denial, reduction or termination of a benefit, or failure to provide or make payment (in whole or in part) for a benefit. An adverse benefit determination includes denials made on the basis of eligibility, utilization review, and restrictions involving services determined to be experimental or investigational, or not medically necessary or appropriate.

Authorized Representative A person who is chosen by and identified to assist or authorized to represent the Plan Participant, including a family member, provider, employer representative or attorney. An assignment of benefits by a Plan Participant to a health care provider does not constitute designation of an authorized representative.

Right to Receive and Release Needed Information Certain facts are needed to adjudicate claims in accordance with the provisions set forth in the Plan. The Plan Administrator has the right to decide which facts are required and may obtain the needed facts from or provide them to any other organization or persons. Each person claiming benefits under this Plan must provide any information required to pay the claim.

Medical Privacy Medical information that is obtained and maintained in the course of processing claims will be secured and protected in accordance with state and federal laws, Health Insurance Portability and Accountability Act (HIPAA), regarding the Plan Participants' privacy rights.

DENTAL BENEFITS

Right to Waive Dental Coverage
Employees have the right to waive dental coverage at Open Enrollment or upon proof of a mid- year qualifying event. Please note choosing to waive the dental benefit does not reduce the health insurance premium.

If dental benefits have not been waived, this benefit applies when covered dental charges are incurred by a person while covered under this Plan.

A. DEDUCTIBLE

Deductible Amount. This is an amount of dental charges for which no benefits will be paid. Before benefits can be paid in a Calendar Year, a Plan Participant must meet the deductible shown in the Schedule of Dental Benefits.

Family Unit Limit. When the dollar amount shown in the Schedule of Benefits has been incurred by members of a Family Unit toward their Calendar Year deductibles, the deductibles of all members of that Family Unit will be considered satisfied for that year.

B. BENEFIT PAYMENT

Each Calendar Year benefits will be paid to a Plan Participant for the dental charges in excess of the deductible. Payment will be made at the rate shown under Dental Percentage Payable in the Schedule of Benefits. No benefits will be paid in excess of the Maximum Benefit Amount.

C. MAXIMUM BENEFITAMOUNT

The Annual Maximum Dental Benefit Amount is shown in the Schedule of Dental Benefits.

D. DENTALCHARGES

Dental charges are the Reasonable and Customary Charges made by a Dentist or other Physician for necessary care, appliances or other dental material listed as a covered dental service.

A dental charge is incurred on the date the service or supply for which it is made is performed or furnished. However, there are times when one overall charge is made for all or part of a course of treatment. In this case, the Claims Administrator will apportion that overall charge to each of the separate visits or treatments. The pro rata charge will be incurred as each visit or treatment is completed.

SCHEDULE OF SELF-FUNDED DENTAL BENEFITS

	Dental Percentage Payable
Class A Services Preventive/Diagnostic Dental	100%
Class B Services Basic Dental after Deductible	80%
Class C Services Major Dental after Deductible	80%
Class D Services Orthodontia after Deductible	Covered for children up to age 19 See the Class D Services: Orthodontic treatment and Appliances section for details on how this benefit is paid.
Calendar Year Deductible	
Class A	Deductible Waived
Class B, Class C and Class D	$50.00 per Plan Participant $100.00 Per Family
Maximum Benefit Amount	
Class A, B, and C Services *(Combined)*	$2,000 Per Plan Participant Per Calendar Year $4,000 Per Covered Family Per Calendar Year
Class D Services	$3,000 Per Plan Participant per Lifetime

The Plan provides access to the Diversified Dental PPO network for Plan Participants enrolled in dental coverage. Out-of-network benefits are subject to Reasonable and Customary charges.

COVERED DENTAL SERVICES

Class A Services: Preventative and Diagnostic Dental Procedures

Visits & Examinations

- Office visits during regular office hours, for periodic oral examination (limited to twice per calendar year). Office visits during regular office hours for treatment and observation of injuries to teeth and supporting structure (other than for routine operative procedures)
- Prophylaxis for children under age 14 (limited to twice per calendar year)
- Prophylaxis for individuals aged 14 and over, treatments to include scaling and polishing (limited to twice per calendar year)
- Topical applications of sodium fluoride, including prophylaxis (limited to one treatment per year and to children under age 18)
- Emergency palliative treatment per visit
- Sealants for dependent children under age 14 (lifetime maximum payable $150)

X-Rays

- Bitewing films (not more than twice per year)
- 2 films
- 4 films

Class B Services: Basic Dental Procedures

Visits & Examinations

- Professional visit after hours (payment will be made on the basis of services rendered or visit, whichever is greater)
- Professional visit during regular office hours – Problem focused
- Special consultation by a specialist for case presentation when diagnostic procedures have been performed by a general dentist

X-Rays & Pathology

- Single film
- Additional films (up to 12), each
- Entire denture series consisting of at least 14 films, including bitewings, if necessary(limited to once every 12months)
- Intra-oral, occlusal view, maxillary or mandibular, each
- Upper or lower jaw, extra-oral, one file
- Upper or lower jaw, extra-oral, one films
- Panoramic survey, maxillary, and mandibular, single film (considered an entire denture series)
- Biopsy and examination of oral tissue
- Study models
- Microscopic examinations

Oral Surgery

- Includes local anesthesia and routine postoperative care

Extractions

- Uncomplicated (single)
- Each additional tooth
- Surgical removal of erupted tooth
- Postoperative visit (sutures and complications) after multiple extractions and impaction

Impacted Teeth

- Removal of tooth (soft tissue)
- Removal of tooth (partially bony)
- Removal of tooth (completely bony)

Alveolar or Gingival Reconstructions

- Alveolectomy (edentulous) per quadrant
- Alveolectomy(in addition to removal of teeth) per quadrant
- Alveolectomy with ridge extension, per arch
- Removal of palataltorus
- Removal of mandibular tori, per quadrant
- Excision of hyperplastic tissue, per arch
- Excision of pericoronal gingiva

Cysts & Neoplasms

- Incision and drainage of abscess
- Removal of cystor tumor up to ½"
- Removal of cystor tumor over ½"

Other Surgical Procedures

- Sialolithomy(removal of salivary calculus)
- Closure of salivary fistula
- Dilation of salivary duct
- Transportation of tooth or tooth bud
- Removal of foreign body from bone (independent procedure)
- Maxillary sinusotomy for removal of tooth fragment or foreign body
- Closure of oral fistula of maxillary sinus
- Sequestrectomy for osteomyelitis or bone abscess, superficial
- Condylectomy of temporomandibular joint
- Meniscectomy of temporomandibular joint
- Radical resection of mandible with bone graft
- Crown exposure for orthodontia
- Removal of foreign body from soft tissue
- Frenectomy
- Suture of soft tissue injury
- Injection of sclerosing agent into temporomandibular joint
- Treatment of trigeminal neuralgia by injection into second and third divisions

Anesthesia

- General, only when provided in conjunction with a surgical procedure
- Nitrous Oxide for dependent children under the age of six

Periodontics

- Periodontic prophy (limited to one treatment every three months)
- Emergency treatment (periodontal abscess, acute periodontitis.)
- Subgingival curettage, root planing, scaling per quadrant (not prophylaxis)
- Correction of occlusion related to periodontal problems per quadrant
- Gingivectomy (including post-surgical visits) per quadrant
- Gingivectomy, osseous or muco-gingival surgery(including post-surgical visits) per quadrant
- Gingivectomy, treatment per tooth (fewer than 6 teeth)
- Localized delivery of therapeutic agentvia controlled vehicle into diseased crevicular tissue

Endodontics

Unless otherwise indicated, the limit shown is for one tooth

- Pulp capping
- Therapeutic pulpotomy (in addition to restoration)
- Vital pulpotomy
- Remineralization (Calcium Hydroxide, temporary restoration) as a separate procedure only

Root Canals - includes necessary x-rays and cultures but excludes final restoration.

- Single rooted canal therapy (Traditional method)
- Single rooted canal therapy (Sargent method)
- Bi-rooted canal therapy (Traditional method)
- Bi-rooted canal therapy (Sargent method)
- Tri-rooted canal therapy (Traditional method)
- Tri-rooted canal therapy (Sargent method)
- Endodontic retreatment
- Apicoectomy(including filling of root canal)
- Apicoectomy (separate procedure)

Restorative Dentistry

- Excludes inlays, crowns (other than stainless steel) and bridges. Multiple restorations in one surface will be considered as a single restoration

Amalgam Restorations - Primary Teeth

- Cavities involving one surface
- Cavities involving two surfaces
- Cavities involving three or more surfaces

Amalgam Restorations - Permanent Teeth

- Cavities involving one surface
- Cavities involving two surfaces
- Cavities involving three or more surfaces

Synthetic Restorations

- Silicate cement filling
- Plastic filling
- Composite filling involving one surface
- Composite filling involving two surfaces
- Composite filling involving three or more surfaces

Pins

- Pin (Retention) when part of the restoration used instead of gold or crown restoration
- Core buildup including any pins; prefabricated cast post and core in addition to crown

Crowns

- Stainless steel (when tooth cannot be restored with a filling material)

Full & Partial Denture Repairs

- Broken dentures, no teeth involved
- Partial denture repairs(metal)
- Replacing missing or broken teeth, each tooth

Adding Teeth to Partial Denture to Replace Extracted Natural Teeth

- First tooth
- First tooth with clasp
- Each additional tooth and clasp

Recementation

- Inlay
- Crown
- Bridge

Repairs Crowns & Bridges

- Repairs
- Relining or rebasing of dentures (limited to once every 36 months)

Restorative

- Gold restoration and crowns are covered only when teeth cannot be restored with a filling material

Inlays

- One surface
- Two surfaces
- Three or more surfaces
- Onlay, in addition to inlay allowance

Crowns

- Acrylic
- Acrylic with gold
- Acrylic with non-precious metal
- Porcelain
- Porcelain with gold
- Porcelain with non-precious metal
- Non-precious metal (full cast)
- Gold (full cast)
- Gold (3/4 cast).
- Gold dowel pin.

Space Maintainers

- Includes all adjustments within 6 months after installation
- Fixed space maintainer (band type)
- Removal acrylic with round wire rest only

- Stainless steel clasps and/or activating wires, in addition to basic allowances, per wire or clasp
- Removal inhibiting appliance to correct thumb sucking
- Fixed or cemented inhibiting appliance to correct thumb sucking
- Occlusal guard

Class C Services: Major Dental Procedures

Prosthodontics

Bridge Abutments (see Inlays & Crowns under Class B Services) Pontics

- Cast Gold (sanitary)
- Cast non-precious metal
- Slotted facing (Steele's)
- Slotted pontic (True Pontictype)
- Porcelain fused to gold
- Porcelain fused to non-precious metal
- Plastic processed to gold
- Plastic processed to non-precious metal

Removal Bridge (Unilateral)

- One-piece casting, gold or chrome cobalt alloy clasp attachment (all types), per unit including pontics

Dentures and Partial

- Fees for dentures and partial dentures include adjustments within 6 months after installation. Specialized techniques and characterizations are not eligible
- Complete upper denture
- Complete lower denture
- Partial acrylic upper or lower with gold or chrome cobalt alloy clasps, base, up to 4 teeth and 2 clasps
- Each additional tooth or clasp
- Partial lower or upper with chrome cobalt alloy lingual or palatal bar and acrylic saddles, base, up to 4 teeth and 2 clasps
- Simple stress breakers, extra
- Stayplate, base
- Each additional tooth or clasp
- Special tissue conditioning, per denture
- Denture duplication (jump case), per denture
- Adjustment to denture more than 6months after installation

Dental Implants

- Surgical placement of endosteal implant
- Surgical placement of eposteal implant
- Surgical placement of transosteal implant

Class D Services: Orthodontic Treatment and Appliances

This is treatment to move teeth by means of appliances to correct a handicapping malocclusion of the mouth if required by an overbite of at least four millimeters, crossbite, or protrusive or retrusive relationships to at least one cusp.

These services are available for covered dependent children under age 19.

1. Orthodontia benefits terminate when a dependent child turns 19.

2. Orthodontia treatment will include preliminary study, including x-ray, diagnostic casts, active treatment and retention appliance.

3. The plan will pay a lifetime maximum of $3,000 per covered dependent child.

4. Orthodontia benefits are subject to Coordination of Benefits provisions

The benefits for orthodontic charges will be paid as follows:

$750 - For Banding, or removable, fixed or cemented appliance for tooth guidance
$125 per month for monthly adjustments

Participant will be responsible for any orthodontic care that exceeds this payment schedule. In no event will benefits be payable for services incurred prior to the member's effective date or after termination of coverage.

PREDETERMINATION OF BENEFITS

Before starting a dental treatment for which, the charge is expected to be $300 or more, it is recommended that a predetermination of benefits form be submitted in order to remove any misunderstanding between you and your Dentist on benefits payable.

A regular dental claim form is used for the predetermination of benefits. The covered Employee fills out the Employee section of the form and then gives the form to the Dentist.

The Dentist must itemize all recommended services and costs and attach all supporting x-rays to the form.

The Dentist should send the form to the Claims Administrator at this address shown in the back of this booklet.

The Claims Administrator will notify the Dentist of the benefits payable under the Plan. The Plan Participant and the Dentist can then decide on the course of treatment, knowing in advance how much the Plan will pay.

If a description of the procedures to be performed, x-rays and an estimate of the Dentist's fees are not submitted in advance, the Plan reserves the right to make a determination of benefits payable taking into account alternative procedures, services or courses of treatment, based on accepted standards of dental practice. If verification of necessity of dental services cannot reasonably be made, the benefits may be for a lesser amount than would otherwise have been payable.

ALTERNATE TREATMENT

Many dental conditions can be treated in more than one way. This Plan has an "alternate treatment" clause which governs the amount of benefits the Plan will pay for treatments covered under the Plan. If a patient chooses a more expensive treatment than is needed to correct a dental problem according to accepted standards of dental practice, the benefit payment will be based on the cost of the treatment which provides professionally satisfactory results at the most cost-effective level.

For example, if a regular amalgam filling is sufficient to restore a tooth to health, and the patient and the Dentist decide to use a gold filling, the Plan will base its reimbursement on the Diversified Dental PPO network allowable amount, or the Reasonable and Customary Charge for an out-of-network claim, for an amalgam filling. If the Plan bases its reimbursement on the Reasonable and Customary Charge, the patient will pay the difference in cost.

If a dental service is performed that is not on the list of dental services, but the list contains one or more other services that under customary dental practices are suitable for the condition being treated, then for the purpose of the coverage, the listed service that the Plan determines would produce a professionally satisfactory result will be considered to have been performed.

DENTAL EXCLUSIONS AND LIMITATIONS

Except as specifically stated, no benefits will be payable under this Plan for:

1. Crowns. Crowns for teeth that are restorable by other means or for the purpose of Periodontal Splinting.
2. Excluded under Medical. Services that are excluded under Medical Plan Exclusions.
3. Hygiene. Oral hygiene, plaque control programs or dietary instructions.
4. No listing. Services which are not included in the list of covered dental services.
5. Medical Services. Services that, to any extent, are payable under any medical expense benefits of the Plan.
6. Orthognathic surgery. The surgical correction of a skeletal anomaly or malformation of the jaw involving the mandible or maxillary joint.
7. Personalization. Personalization of dentures.
8. Replacement. Replacement of lost or stolen appliances and dentures.
9. Not Reasonably Necessary. A service not reasonably necessary or not customarily performed for the Dental and Orthodontia care of a covered individual.
10. Service Not Furnished. A service not furnished by a Dentist, except x-rays ordered by a Dentist and services by a licensed Dental Hygienist under the Dentist's supervision.
11. U.S. Government Services. (a) furnished by or on behalf of the U.S. Government, or any other government, unless as to such government payment is legally required, or (b) to the extent to which any benefit in connection with such a service or charge is provided under any law or governmental program under which the individual is, or could be, covered.
12. Prior Service. A service to a covered individual which is (a) an appliance, or modification of an appliance, for which an impression was made before the person became a covered individual, or (b) a crown, bridge or gold restoration for which a tooth was prepared before the person became a covered individual, (c) root canal therapy, for which the pulp chamber was opened before the person became a covered individual, or
(d) an orthodontic procedure in connection with which an active appliance has been installed prior to the first day on which the person became a covered individual.
13. Prior 5 Years. A partial or full removable denture or fixed bridgework, or for the addition of teeth thereto, or for a crown or gold restoration, if involving a replacement or modification of a denture, bridgework, crown or gold restoration which was installed during the immediately preceding five years
14. Prior Extractions. A partial or full removable denture or fixed bridgework if involving replacement of one or more natural teeth extracted prior to the person's becoming a covered individual under this Coverage, unless the denture of fixed bridgework also includes replacement of a natural tooth which (a) is extracted while the person is such a covered individual and (b) was not an abutment to a partial denture or fixed bridge installed within the immediately preceding five years.
15. Dental implants to replace teeth extracted prior to the person becoming a covered individual under this Coverage.
16. Occupational. Care and treatment of an Injury or Illness that is occupational -- that is, arises from work for wage or profit including self-employment.
17. Restorations. Restorations for the purpose of splinting, or to increase vertical dimension or restore occlusion.

18. Cosmetic. Services for cosmetic purposes unless made necessary by an Injury occurring while covered, or dental care of a congenital or developmental malformation. Facings on molar crowns or pontics are always considered cosmetic.
19. Appointments. Charges for failure to keep a scheduled appointment with a Dentist and/or completion of claim forms.
20. Reasonable and Customary. The portion of any charge for any service in excess of the reasonable and customary dental charge which is performed by a non-participating provider in the Diversified Dental PPO network. The reasonable and customary charge is the usual charge made by the provider for a like service in the absence of the coverage, but not more than the prevailing charges, as determined by the County, for dental care of a comparable nature, made by providers of similar training and experience, within the area in which the service is actually provided. "Area" means the municipality (or in the case of a large city, the subdivision thereof) in which the service

is actually provided, or such greater area as is necessary to obtain a representative cross section of charges for a like service.

Extension of Benefits

If coverage terminates for a covered individual while receiving treatment for which benefits would have been paid had coverage remained in effect, dental benefits will be extended to cover dental care received within 31 days after the date of termination. This extension is subject to all conditions and limitations of the Plan. This does not apply to orthodontic treatment.

DEFINED TERMS

Accidental Injury – Unforeseen and unintended injury. Muscle strains due to athletic or physical activity is not an accidental injury.

Active Employee – is an Employee who performs all of the duties of his or her job with the Employer on a permanent full-time basis.

Administrative Period – An Administrative Period is a period of time between a Measurement Period and a Stability Period, during which Clark County will determine which employees classified as Variable Hour Employees are eligible for coverage, as well as notify and enroll those employees. For newly hired employees who are not determined to be Full-Time Employees on the date of hire, the Administrative Period also includes the period between date of hire until the end of the month after the date of hire, unless the date of hire is on the first of the month, and then the Administrative Period will start on the date of hire.

Ambulatory Surgical Center – A licensed facility that is used mainly for performing outpatient surgery, has a staff of physicians, has continuous physician and nursing care by registered nurses (R.N.s) and does not provide for overnight stays.

Applied Behavior Analysis – Applied Behavior Analysis (ABA) shall mean the design, implementation and evaluation of environmental modifications using behavioral stimuli and consequences to produce socially significant improvement in human behavior, including, without limitation, the use of direct observation, measurement, and functional analysis of the relations between environment and behavior.

Assignment of Benefits – Authorization by the employee for the Plan to pay benefits directly to the provider of the service.

Autism Spectrum Disorders – Autism Spectrum Disorders shall mean a neurobiological medical condition including, without limitation, autistic disorder, Asperger's Disorder and Pervasive Developmental Disorder not otherwise specified.

Baseline – shall mean the initial test results to which the results in future years will be compared in order to detect abnormalities.

Behavioral Therapy – Behavioral Therapy shall mean any interactive therapy derived from evidence-based research, including, without limitation, discrete trial training, early intensive behavioral intervention, intensive intervention programs, pivotal response training and verbal behavior provided by a licensed psychologist, licensed behavior analyst, licensed assistant behavior analyst or certified autism behavior interventionist.

Biofeedback – Provides training to help an individual gain some element of voluntary control over autonomic body functions.

Birthing Center – Any freestanding health facility, place, professional office or institution, where births occur in a home-like atmosphere. This facility must be licensed and operated in accordance with the laws pertaining to birthing centers in the jurisdiction where the facility is located.
The birthing center must provide facilities for obstetrical delivery and short-term recovery after delivery (no more than 24 hours); provide care under the full-time supervision of a physician and either a registered nurse (R.N.) or a licensed nurse-midwife; and have a written agreement with a hospital in the same locality for immediate acceptance of patients who develop complications or require pre- or post-delivery confinement.

Business Associate – A person who, on behalf of a covered entity or of an organized health care arrangement in which the covered entity participates, but other than in the capacity of a member of the workforce of such covered entity or arrangement:

- Performs, or assists in the performance of a function or activity involving the use or disclosure of individually identifiable health information, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, benefit management, practice

management and repricing; or

- Provides, legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services to or for such covered entity, or to or for an organized health care arrangement in which the covered entity participates, where the provision of the service involves the disclosure of individually identifiable health information from such covered entity or arrangement, or from another business associate of such covered entity or arrangement, to the person.

Calendar Year – January 1st through December 1st of the same year.

Centers of Excellence – Centers of Excellence shall mean medical care facilities that have met stringent criteria for quality care in the specialized procedures of organ transplantation and other procedures (e.g., bariatric surgery). Refer to the Covered Medical Expenses section for more details.

Chiropractic Services – The detection and correction, by manual or mechanical means, of the interference with nerve transmissions and expressions resulting from distortion, misalignment or dislocation of the spinal (vertebrae) column.

Claims Administrator – contracted third party responsible for processing health benefit claims in accordance with this plan document.

COBRA – The Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

Cosmetic Surgery – Medically unnecessary surgical procedures which are primarily directed at improving an individual's appearance and does not meaningfully promote the proper function of the body or prevent or treat illness or disease; including, but not limited to, plastic surgery directed toward preserving beauty.

Covered Entity – In terms of the HIPAA Privacy Regulations a Covered Entity includes a health plan; a health care provider who transmits any health information in electronic form in connection with a covered transaction; or a health care clearinghouse that handles electronic claims from a provider.

Covered Expenses – Those expenses charged by a covered provider, medically necessary (see definition of medically necessary below) for the treatment of illness or injury, and not otherwise excluded by the Plan.

Custodial Care – Care (including room and board needed to provide that care) that is given principally for personal hygiene or for assistance in daily activities and can, according to generally accepted medical standards, be performed by persons who have no medical training. Examples of custodial care are help in walking and getting out of bed; assistance in bathing, dressing, feeding; or supervision over medication that could normally be self-administered.

Dentist – is a person who is properly trained and licensed to practice dentistry and who is practicing within the scope of such license.

Domestic Partner – means a person who, with an Employee as defined herein has: 1) a registered, valid domestic partnership pursuant to NRS 122A.100; and 2) has not terminated that domestic partnership pursuant to NRS 122A.300; and 3) is a person of the same gender as the Employee.

Durable Medical Equipment – Equipment which (a) Can withstand repeated use, (b) Is primarily and customarily used to serve a medical purpose, (c) Generally is not useful to a person in the absence of an illness or injury and (d) Is appropriate for use in the home.

Effective Date – means January 1, ~~2022~~2024. The provisions of the Plan as in effect on the date of service shall remain applicable with respect to Plan Participants on the date of service, and with respect to the Plan coverage available at the time the expenses were incurred.

Emergency Medical Condition – A medical condition manifesting itself by acute symptoms of sufficient severity including, but not limited to, severe pain, or by acute symptoms developing from a chronic medical condition that would lead a prudent layperson, possessing an average knowledge of health and medicine, to reasonably expect the absence of immediate medical attention to result in any of the following:

- Placing the health of an individual, or with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy.
- Serious impairment to bodily functions.
- Serious dysfunction of any bodily organ or part.

Emergency Services – Health care items and services furnished or required to screen for or treat an emergency medical condition until the condition is stabilized, including pre-hospital care and ancillary services routinely available to the emergency department of a hospital.

Employee – A person directly employed in the regular business of and compensated for services by Clark County on a regularly scheduled, full-time basis, and regularly scheduled to work for the employer in an employee/employer relationship.

Employer – Includes the following public agencies: Clark County, Nevada; Clark County Water Reclamation District; University Medical Center of Southern Nevada; Eighth Judicial District Court ; Henderson District Public Library, Southern Nevada Health District, the Las Vegas Convention & Visitors Authority; the Las Vegas Valley Water District; the Regional Transportation Commission of Southern Nevada County, Mt. Charleston Fire Protection District, the Las Vegas Metropolitan Police Department and the Chief of the Moapa Valley Fire Protection District.

End Stage Renal Disease – A condition that may qualify the Plan Participant for Medicare benefits. Should a Plan Participant become eligible for Medicare benefits because of ESRD, this plan will provide primary coverage or coordinate against Medicare benefits, in accordance with the rules publicized by Medicare regarding the liability of Medicare to provide benefits for care related to ESRD, including but not limited to dialysis or transplant, when group coverage is available.

Enrollment Date – First day of coverage, or first day of waiting period if there is a waiting period.

Essential Health Benefits – means ambulatory patient services; emergency services; hospitalizations; maternity and newborn care; mental health and substance use disorder services; prescription drugs; rehabilitative services; laboratory services; preventive and wellness services and chronic disease management; and pediatric services including oral and vision care as provided by the pediatrician.

Experimental/Investigational – services, supplies, care and treatment which does not constitute accepted medical practice properly within the range of appropriate medical practice under the standards of the case and by the standards of a reasonably substantial, qualified, responsible, relevant segment of the medical and dental community or government oversight agencies at the time services were rendered.

The Plan Administrator must make an independent evaluation of the experimental/non-experimental standings of specific technologies. The Plan Administrator shall be guided by a reasonable interpretation of Plan provisions. The decisions shall be made in good faith and rendered following a detailed factual background investigation of the claim and the proposed treatment. The Plan Administrator will be guided by the following principles:

- if the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished; or
- if the drug, device, medical treatment or procedure, or the patient informed consent document utilized with the drug, device, treatment or procedure, was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal law requires such review or approval; or
- if Reliable Evidence shows that the drug, device, medical treatment or procedure is the subject of on-going phase I or phase II clinical trials, is the research, experimental, study or Investigational arm of on-going phase III clinical trials, or is otherwise under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis; or
- if Reliable Evidence shows that the prevailing opinion among experts regarding the drug, device, medical treatment or procedure is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of

treatment or diagnosis.

Reliable Evidence shall mean only published reports and articles in the authoritative medical and scientific literature; the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device, medical treatment or procedure; or the written informed consent used by the treating facility or by another facility studying substantially the same drug, device, medical treatment or procedure.

Drugs are considered Experimental if they are not commercially available for purchase and/or they are not approved by the Food and Drug Administration for general use, procedure or technology.
The facility will not be deemed a nursing home, a hotel, a school or a similar institution, a place of rest, for custodial care, for the aged, for drug addicts, for alcoholics, for the care of mentally ill or persons with nervous disorders, or for the care of senile persons.

Family Unit – is the covered Employee or Retiree and the family members who are covered as Dependents under the Plan. If the lawful spouse or grandfathered domestic partner of a covered employee is also covered as an employee by this Plan, that individual will also be considered part of the family unit.

Fiduciary – The person or organization that has the authority to control and manage the operation and administration of the Plan.

Generic Drug – A prescription drug that has the equivalency of the brand name drug with the same use and metabolic disintegration. This Plan will consider as a generic drug any Food and Drug Administration-approved generic pharmaceutical dispensed according to the professional standards of a licensed pharmacist and clearly designated by the pharmacist as being generic.

Genetic Information – Information about genes, gene products and inherited characteristics that may derive from an individual or a family member. This includes information regarding carrier status and information derived from laboratory tests that identify mutations in specific genes or chromosomes, physical medical examinations, family histories and direct analysis of genes or chromosomes.

Group Health Committee – means the committee established by the Plan Administrator in accordance with the section titled Responsibilities for Plan Administrator.

Group Health Plan – Any individual or group plan, private or governmental, that provides or pays for medical care, to the extent specified in the HIPAA Privacy Regulations, 65 Fed. Reg. No. 250 (82463). Coverage is defined by the Health Benefit Plan Document.

Habilitative or Rehabilitative Care – Habilitative or Rehabilitative Care shall mean any counseling, guidance, and professional services and treatment programs, including, without limitation, Applied Behavior Analysis, that are necessary to develop, maintain and restore, to the maximum extent practicable, the functioning of a person.

Health Benefit Plan – means a benefit plan that provides coverage for the reimbursement of inpatient or outpatient hospital services, physician services, diagnostic x-rays, and laboratory services, as well as dental coverage if available.

HIPAA – The Health Insurance Portability and Accountability Act of 1996.

Home Health Care Agency – An organization that meets all these tests:

- Is primarily engaged in and duly licensed, if such licensing is required by the appropriate licensing authority, to provide skilled nursing services and other therapeutic services;
- Has policies established by a professional group associated with the agency or organization which includes at least one registered graduate nurse (R.N.) to govern the services provided;
- Provides for full-time supervision of such services by a Physician or by a registered graduate nurse; Maintains a complete medical record on each patient; and
- Has a full-time administrator.

Home Health Care Plan – must meet these tests: it must be a formal written plan made by the patient's attending Physician which is reviewed at least every 30 days; it must state the diagnosis; it must certify that the home health care is in place of Hospital confinement; and it must specify the type and extent of home health care required for the treatment of the patient.

Home Health Care Services and Supplies – include part-time or intermittent nursing care by or under the supervision of a registered nurse (R.N.); part-time or intermittent home health aide services provided through a Home Health Care Agency (this does not include general housekeeping services); physical, occupational and speech therapy; medical supplies; and laboratory services by or on behalf of the Hospital.

Hospice Agency – An agency where its main function is to provide hospice care services and supplies and it is licensed by the state in which it is located, if licensing is required.

Hospice Care Plan – A plan of terminal patient care that is established and conducted by a hospice agency and supervised by a physician.

Hospice Care Services and Supplies – Those provided through a hospice agency and under a hospice care plan and include inpatient care in a hospice unit or other licensed facility, home care, and family counseling during the bereavement period.

Hospice Unit – A facility or separate hospital unit, which provides treatment under a hospice care plan and admits at least two unrelated persons who are expected to die within six months.

Hospital – An institution which is engaged primarily in providing medical care and treatment of sick and injured persons on an inpatient basis at the patient's expense and which fully meets these tests: it is accredited as a hospital by the Joint Commission on Accreditation of Healthcare Organizations; it is approved by Medicare as a hospital; it maintains diagnostic and therapeutic facilities on the premises for surgical and medical diagnosis and treatment of sick and injured persons by or under the supervision of a staff of physicians; it continuously provides on the premises 24-hour-a-day nursing services by or under the supervision of registered nurses (R.N.s); and it is operated continuously with organized facilities for operative surgery on the premises. The definition of hospital shall be expanded to include the following:

- A facility operating legally as a psychiatric hospital or residential treatment facility for mental health and licensed as such by the state in which the facility operates.
- A facility operating primarily for the treatment of substance abuse if it meets these tests: maintains permanent and full-time facilities for bed care and full-time confinement of at least 15 resident patients; has a physician in regular attendance; continuously provides 24-hour-a-day nursing service by a registered nurse (R.N.); has a full-time psychiatrist or psychologist on the staff; and is primarily engaged in providing diagnostic and therapeutic services and facilities for treatment of substance abuse.

Illness – Illness or disease, including pregnancy, mental or nervous disorder, alcoholism and substance abuse, requiring treatment by a physician.

Immunizations – The administration of a vaccine to provide immunity and resistance to certain diseases, by stimulating the body's own immune system to protect the individual against subsequent infection or disease.

Initial Administrative Period – An Initial Administrative Period is a period of time between an Initial Measurement Period and an Initial Stability Period, during which Clark County will determine which employees classified as Variable Hour Employees are eligible for coverage, as well as notify and enroll those employees. The Initial Administrative Period also includes the time period between the date of hire and the beginning of the Initial Measurement Period.

Initial Measurement Period – An Initial Measurement Period is a period of time that begins the first of the month following your date of hire and is twelve months in length. During an Initial Measurement Period, Clark County will calculate an employee's Hours of Service. If that employee averages 30 or more hours of service per week or 130 hours of service per month during that 12-month period, the employee will be considered a Full-Time Employee for purposes of health benefits during an Initial Stability Period.

Initial Stability Period – An Initial Stability Period is a period of time during which an employee will either be considered to be a Full-Time Employee or Non-Full-Time Employee for purposes of eligibility for health benefits.

Injury – Accidental physical injury caused by unexpected external means requiring treatment by a physician.

Intensive Care Unit (ICU) – A separate, clearly designated service area, which is maintained within a hospital solely for the care and treatment of patients who are critically ill and or injured. This also includes what is referred to as a **coronary care unit** (CCU) or an **acute care unit** (ACU). It has: facilities for special nursing care not available in regular rooms and wards of the hospital; special lifesaving equipment which is immediately available at all times; at least two beds for the accommodation of the critically ill; and at least one registered nurse (R.N.) in continuous and constant attendance 24 hours a day.

Legal Custody – A court order awarding legal custody to a person (other than a parent, legal guardian or government organization). For purposes of this Plan coverage, an award of legal custody must place financial responsibility for the minor child upon the person to whom custody is awarded.

Legal Guardian – A person recognized by a court of law as having the duty of taking care of the person and managing the property and rights of a minor child.

Licensed Behavior Analyst – A person who holds current certification or meets the standards to be certified as a board-certified Behavior Analyst issued by the Behavior Analyst Certification Board, Inc., and whom the Board of Psychological Examiners licenses as a Behavior Analyst.

Lifetime Maximum Benefit – Refers to the maximum amount of certain benefits paid while covered under this Plan.

Limiting Age – For covered children is to the end of the month in which the child reaches age 26.

Measurement Period – A Measurement Period is a period of time during which Clark County will "look back" to see how many hours of service per week Variable Hour Employees were credited on average. Clark County will use that average to determine the initial eligibility or continued eligibility for health benefits for those employees.

Medical Care Facility – A hospital, a facility that treats one or more specific ailments or any type of skilled nursing facility.

Medical Emergency – Accidental injury or sudden onset of a medical condition for which failure to get immediate medical care could be life threatening, cause serious harm to bodily functions, or seriously damage a body organ or part with acute symptoms requiring immediate medical care, including, but not limited to, conditions as heart attacks, cardiovascular accidents, poisonings, loss of consciousness or respiration, convulsions or other such acute medical conditions.

Medically Necessary (Medical Necessity) – Care and treatment recommended or approved by a Physician or Dentist, which is consistent with the patient's condition and/or accepted standards of medical and dental practice; is medically proven to be effective treatment of the condition and restores a bodily function; is not performed solely for the convenience of the patient or provider; is not conducted for investigative, educational, experimental or research purposes; and is the most appropriate level of service that can be safely provided to the patient. **The fact that a physician may prescribe, order, recommend, or approve a service does not, of itself, make it medically necessary or make the charge a covered expense, even though it is not specifically listed as an exclusion under this Plan.**

Medicare – The program established by Title 1 of Public Law 89.97 (79 Stat. 291) as amended, entitled Health Insurance for the Aged Act, 42 U.S.C. §§ 1395 et seq. and which includes: Part A - Hospital Insurance Benefits for the Aged and Disabled; Part B - Supplementary Medical Insurance Benefits for the aged and disabled.

Medicare Entitlement – Means receiving coverage from Medicare. Normally this is accomplished when an

individual who is age 65 signs up for Social Security benefits, which automatically enrolls the individual in the Medicare Program. Medicare coverage also is possible for individuals with kidney (end-stage renal) disease, or for individuals younger than age 65 who Social Security deems disabled, effective on the first day of the 25^{the} month after the date the individual's Social Security disability began. Social Security disability benefits do not begin until the sixth full month of disability.

Member – An employee who is currently employed by one of the Employers participating in this benefit plan and who is covered by the Plan, or a Retired Employee formerly employed by one of the Employers participating in this benefit plan, and who is currently covered by the Plan.

Mental Disorder – Any disease or condition that is classified as a mental disorder in the current edition of International Classification of Diseases, published by the U.S. Department of Health and Human Services or is listed in the current edition of Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association.

Morbid Obesity – A diagnosed condition in which the body weight exceeds the medically recommended weight by either 100 pounds or is twice the medically recommended weight in the most recent Metropolitan Life Insurance Company tables (or similar actuarial tables) for a person of the same height, age and mobility as the Plan Participant.

No-Fault Auto Insurance – The basic reparations provision of a law providing for payments without determining fault in connection with automobile accidents.

Orthotic Device – A device added to the body to stabilize or immobilize a body part, prevent deformity, protect against injury or assist with function.

Outpatient Care – Treatment including services, supplies and medicines provided and used at a hospital under the direction of a physician to a person not admitted as a registered bed patient; or services rendered in a physician's office, laboratory or x-ray facility, an ambulatory surgical center, or the patient's home.

Pharmacy – A licensed establishment where covered prescription drugs are filled and dispensed by a pharmacist licensed under the laws of the state where he or she practices.

Pharmacy Benefit Manager (PBM) – means an organization that has contracted with the Plan to provide covered prescription drugs through a comprehensive network of pharmacies.

Physician – Physician shall mean a Doctor of Medicine (M.D.), Doctor of Osteopathy (D.O.), Doctor of Dental Surgery (D.D.S.), Doctor of Podiatry (D.P.M.), Doctor of Chiropractic (D.C.), Audiologist, Certified Nurse Anesthetist, Acupuncturist, Licensed Professional Counselor, Registered Professional Physical Therapist, Midwife, Occupational Therapist, Optometrist (O.D.), Physiotherapist, Psychiatrist, Psychologist (Ph.D.), Speech Language Pathologist and any other practitioner of the healing arts who is licensed and regulated by a state or federal agency and is acting within the scope of his or her license.

Plan – The Clark County Self-Funded Group Medical and Dental Benefits Plan, which is a benefits plan for certain employees of Clark County, Nevada and is described in this document.

Plan Administrator – The Plan Administrator is Clark County, Nevada, and any affiliates who have adopted the Plan.

Plan Participant – is any Employee, Dependent, Retiree or Surviving Spouse who is covered under this Plan.

Plan Year – The 12-month period beginning on January 1st.

PPO Provider – A selected group of hospitals and physicians (preferred providers) offering quality care. Utilization management techniques are applied to covered services. The Plan pays network providers on a fee-for-service basis, usually at discounted rates.

Preferred Brand Name Prescription Drug – A brand name prescription drug currently listed on the Pharmacy Benefit Manager's formulary as a preferred brand drug.

Preferred Generic Prescription Drug – means a generic prescription drug currently listed on the Pharmacy Benefit Manager's formulary as a preferred generic drug.

Pregnancy – Childbirth and conditions associated with pregnancy, including complications.

Prescription Drug – Any of the following: a drug or medicine which, under federal law, is required to bear the legend: "Caution: federal law prohibits dispensing without prescription"; injectable insulin; hypodermic needles or syringes, but only when dispensed upon a written prescription of a licensed physician. Such drug must be medically necessary in the treatment of an illness or injury.

Preventive/Wellness Care – This includes services and supplies for screening procedures used to establish a baseline and regularly scheduled exams performed for the purpose of promoting good health and early detection of disease. See the services established by the U.S. Preventive Task Force for specific details at http://www.uspreventiveservicestaskforce.org/Page/Name/uspstf-a-and-b- recommendations.

Prophylactic Surgery or Treatment – Surgical services or medical treatment performed for the purpose of avoiding the possibility or risk of an illness, disease, physical or mental disorder. This includes treatment or services based on genetic information or genetic testing, or the consequences of chromosomal abnormalities or genetically transmitted characteristics, when there is an absence of objective medical evidence of the presence of disease or physical or mental disorder.

Prosthetic Device – Replacement of a missing part by an artificial substitute, such as an artificial extremity.

Protected Health Information – Information that is created or received by Plan, or a Business Associate of the Plan, whether oral, written, or in electronic form, and relates to the past, present, or future physical or mental health or condition of a member; the provision of health care to a member; or the past, present, or future payment for the provision of health care to a member; and that identifies the member or for which there is a reasonable basis to believe the information can be used to identify the member. Individually Identifiable Health Information includes information of persons living or deceased.

Reasonable and Customary (R&C) – The reimbursement amount for a specific item or benefit under the Plan. The *reasonable and customary* amount is calculated by the Plan after having analyzed at least one of the following:

- For PPO physicians, hospitals, or other medical professionals providing the service or medical supplies, R&C amounts will be determined by Clark County based on the negotiated rate established in a contractual arrangement; or
- For non-PPO (out-of-network) physicians, hospitals, or other medical professionals providing the service or medical supplies, R&C amounts will be determined by Clark County – based upon the existing Medicare and ASP allowed amounts. Any charges not available to be paid based upon Medicare and ASP fee schedules will be paid at a percentage of the billed amount determined by Clark County.

Recovery – Monies paid to the Plan Participant by way of judgment, settlement or otherwise to compensate for all losses related to the injuries or illness whether or not said losses reflect medical, dental or other charges covered by the Plan.

Recovery from another plan under which the Plan Participant is covered. This right of recovery also applies when a Plan Participant recovers under an uninsured or underinsured motorist plan, homeowner's plan, renter's plan or any liability plan.

Rehabilitation Inpatient – Inpatient Rehabilitative Admission for physical therapy, speech therapy and occupational therapy when Medically Necessary to restore and improve function that was previously normal but lost following an accidental injury or illness.

Reimbursement – Repayment to the Plan for medical or dental benefits that the Plan has advanced toward care and treatment of the injury or illness.

Retired Employee – A former Employee of an Employer participating in this benefit plan, who has retired from active employment with the Employer, and who is receiving retirement benefits through the Nevada

Public Employees Retirement Act (NRS Chapter 286) or the Las Vegas Valley Water District Retirement Plan, and who elects to continue Plan coverage upon retirement consistent with Plan and Nevada Revised Statute requirements or elects to reinstate Plan coverage as allowed by the Nevada Revised Statutes on the date of reinstatement.

Routine Care – The medical treatment or services neither directly related nor medically necessary for the diagnosis or treatment of a specific injury, illness or pregnancy-related condition, which is known or reasonably suspected.

Skilled Nursing Facility – A facility that fully meets all of these tests:

- It is licensed to provide professional nursing services on an inpatient basis to persons convalescing from Injury or Illness. The service must be rendered by a registered nurse (R.N.) or by a licensed practical nurse (L.P.N.) under the direction of a registered nurse. Services to help restore patients to self-care in essential daily living activities must be provided.
- Its services are provided for compensation and under the full-time supervision of a Physician.
- It provides 24 hour per day nursing services by licensed nurses, under the direction of a full- time registered nurse.
- It maintains a complete medical record on each patient.
- It has an effective utilization review plan.
- It is not, other than incidentally, a place for rest, the aged, drug addicts, alcoholics, mental retardates, Custodial or educational care or care of Mental Disorders.
- It is approved and licensed by Medicare.

Special Enrollee means an eligible employee, eligible family member, or retired employee who applies for coverage during a Special Enrollment Period following a Special Enrollment Event.

Special Enrollment Period means either a thirty-one (31) or sixty (60) day period following a Special Enrollment Event, as defined below.

Special Enrollment Event means an opportunity for a Special Enrollee to enroll for coverage:

- Within sixty (60) days of the following events:
    - A change in marital status, or
    - An addition of a newborn adopted or eligible minor dependent child.
- Within thirty-one (31) days of the following events:
    - A change in Active Employee status to Retiree status, or Involuntary loss of eligibility with another group healthcare coverage.

Spinal Manipulation/Chiropractic Care – Skeletal adjustments, manipulation or other treatment in connection with the detection and correction by manual or mechanical means of structural imbalance or subluxation in the human body. Such treatment is done by a physician to remove nerve interference resulting from, or related to, distortion, misalignment or subluxation of, or in, the vertebral column.

Stability Period – A Stability Period is a period of time during which an employee will either be considered to be a Full-Time Employee or Non-Full-Time Employee for purposes of eligibility for health benefits. If an employee is determined to be Full-Time Employee during the immediately prior Measurement Period, that employee will be considered a Full-Time Employee eligible for health benefits for the immediately subsequent Stability Period. However, if the employee is determined not to be a Full-Time Employee during the immediately prior Measurement Period, then that employee will be considered a Non-Full-Time Employee who is not eligible for health benefits for the immediately subsequent Stability Period, unless you have a Change in Employment Status that causes you to become eligible for health benefits.

Standard Administrative Period – The Standard Administrative Period is a period of time between a Standard Measurement Period and a Standard Stability Period, during which the employer will determine which employees classified as Variable Hour Employees or Seasonal Employees are eligible for coverage, as well as notify and enroll those employees. The Standard Administrative Period will occur annually from October 15 through December 31 of each year.

Standard Measurement Period – The Standard Measurement Period is a period of time that begins on October 15 each year and is twelve months in length. During a Standard Measurement Period, the employer will calculate an employee's Hours of Service. If that employee averages 30 or more hours of service per week or 130 hours of service per month during that 12-month period, the employee will be considered as a Full-Time Employee for purposes of health benefits during the Standard Stability Period. Hours will be credited for breaks longer than 4 weeks providing the break is no longer than 26 weeks. A maximum of 501 hours can be credited during a calendar year.

Standard Stability Period – The Standard Stability Period is a period of time during which an employee will either be considered to be a Full-Time Employee or Non-Full-Time Employee for purposes of eligibility for health benefits. The Standard Stability Period begins on January 1 and ends on December 31 each year.

Subrogation – The Plan's right to pursue the Plan Participant's claims for medical or dental charges.

Substance Abuse – The condition caused by regular excessive compulsive drinking of alcohol and/or physical habitual dependence on drugs which results in a chronic disorder affecting physical health and/or personal or social functioning. This does not include dependence on tobacco and ordinary caffeine-containing drinks.

Surviving Spouse – A spouse of a Retired employee who is deceased and was a covered dependent at the time of the covered Retiree's death.

Temporomandibular Joint – (TMJ) syndrome is the treatment of jaw joint disorders including conditions of structures linking the jawbone and skull and the complex of muscles, nerves and other tissues related to the temporomandibular joint. Care and treatment shall include physical therapy, surgery, and any appliance that is attached to or rests on the teeth. Orthodontia treatment is not covered.

Total Disability – A person's complete inability to perform any and every duty of his or her regular or customary occupation or similar occupation for which the Plan Participant is reasonably capable due to education and training, as a result of illness or injury, or a dependent's inability to perform the normal activities of a person of like age and sex who is in good health. A Plan Participant may not be engaged in any employment or occupation for wage or profit and be considered Totally Disabled.
A Physician (M.D. or D.O.) must certify a Plan Participant as Totally Disabled. Also, the individual must be under the care of a Physician (M.D. or D.O) in order to be Totally Disabled for benefit purposes.

Totally Disabled Child – A child who is incapable of self-sustaining employment by reason of mental challenge or incapacitation or physical disability and is primarily dependent upon the covered member for support and maintenance.

Treatment Center – A facility licensed as a psychiatric, alcohol or substance abuse treatment facility by the state in which it is located that provides a planned program of treatment for mental and nervous disorders, or alcohol or substance abuse based on a written plan established and supervised by a physician.

Urgent Care – Medical treatment which if the regular time periods observed for claims were adhered to: (a) Could seriously jeopardize the life or health of the Plan Participant or their ability to regain maximum function; or (b) Would in the opinion of a physician with knowledge of the Plan Participants' medical condition, subject the patient to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim.

Utilization Review Administrator – Utilization Review Administrator is a group designed to monitor your proposed inpatient admissions and some surgical/diagnostic procedures (refer to the Care Management Program provisions of this booklet and your Self-Funded Group Medical and Dental Benefits Plan identification card).

Variable Hour Employee – A Variable Hour Employee is an employee whose Hours of Service an employer cannot determine at the time of hire will average at least 30 hours per week or 130 hours per month.

Waiting Period – The period that must pass before an employee or dependent is eligible to enroll under the terms of a group health plan. If an employee or dependent enrolls on a special enrollment date, any period before such special enrollment is not a waiting period.

EFFECTIVE DATE: SEPTEMBER 23, ~~2019~~2024

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THAT INFORMATION. PLEASE REVIEW IT CAREFULLY.

If you have any questions about this Notice, please contact Clark County's HIPAA Compliance Office.

Who Will Follow This Notice:

This Notice describes the privacy policies of the Clark County Self-Funded Group Medical, Wellness, Vision, Prescription Drug, and Dental Benefits Plan (the "Plan"), which is sponsored by Clark County ("County"). Please note that each insurer of an insured program provided under the Plan will provide a separate notice of its privacy practices.

Our Pledge Regarding Medical Information:

We understand that medical information about you and your health is personal, and we are committed to protecting it. We create a record of the care and benefits that you receive under the Plan. This notice applies to all of those records of your care and benefits.

We are required by law to:

- Make sure that medical information that identifies you is kept private;
- Provide you this Notice of our legal duties and privacy practices regarding your medical information; and follow the terms of the notice that are currently in effect. We may change the terms of our Notice at any time without advance notice to you. The new Notice will be effective for all medical information that we maintain at that time. Upon your request, we will provide you with any revised Notice of Privacy Practices. You may obtain a copy of the Notice by contact Clark County's HIPAA Compliance Office at (702) 455-3269. The current version of this Notice may also be found on Clark County's website at: http://www.clarkcountynv.gov/audit/services/Pages/HIPAAProgramManagementOffice.aspx

How We May Use And Disclose Medical Information About You:

The following categories describe ways that we use and disclose medical information. Examples of each category are included. Not every use or disclosure in each category is listed; however, all of the ways we are permitted to use and disclose information fall into one of these categories:

For Treatment: We may use medical information about you to coordinate or manage medical treatment or services as Plan benefits. For example, we may disclose medical information about you to physicians or health care providers who are or will be involved in taking care of you. Your medical information may also be provided to a physician to whom you have been referred to ensure that the physician has the necessary information to provide treatment.

For Payment: We may use your medical information to pay for your health care benefits under the Plan. These activities may include making benefit determinations and paying claims. For example, the Plan may tell a doctor whether you are eligible for coverage or what percentage of the bill will be paid by the Plan.

For Healthcare Operations: We may use or disclose, as needed, your medical information in order to support the business activities of the Plan. These activities include, but are not limited to, quality assessment and improvement, reviewing the competence or qualifications of health care professionals, disease management, case management, conducting or arranging for medical review, business planning and development, legal services and auditing functions (including fraud and abuse compliance programs) and general administrative activities. For example, the Plan may use information about your claims to project future benefit costs or audit the accuracy of its claims processing functions. We may also use or disclose your medical information, as necessary, to contact you to remind you of an appointment.

We may share your medical information with third party "business associates" that perform various

activities (*e.g.*, claims administration and eligibility status inquiries) for the Plan.
Whenever an arrangement between the Plan and a business associate involves the use or disclosure of your medical information, we will have a written contract that contains terms to protect the privacy of your medical information.

Disclosures to Plan Sponsor: The Plan also will disclose your medical information to Clark County, the Plan's sponsor, for administrative purposes permitted by law and related to treatment, payment or health care operations. The County has amended its plan documents to protect your medical information as required by federal law.

Others Involved in Your Healthcare: After we provide you an opportunity to object, and unless you object, we may disclose to a member of your family, a relative, a close friend or any other person you identify, your medical information that directly relates to that person's involvement in your health care. If you are unable to agree or object to such a disclosure because of incapacity or emergency circumstances, we may disclose such information as necessary that directly relates to that person's involvement in your care or payment for your care if we determine that it is in your best interest based on our professional judgment. We may use or disclose medical information to notify or assist in notifying a family member, personal representative or any other person that is responsible for your care, of your location, general condition or death. Finally, we may use or disclose your medical information to an authorized public or private entity to assist in disaster relief efforts and to coordinate uses and disclosures to family or other individuals involved in your health care.

Other Permitted and Required Uses and Disclosures That May Be Made Without Your Authorization or Opportunity to Object

We may use or disclose your medical information in the following situations without your authorization. These situations include:

Required By Law: We may use or disclose your medical information to the extent that the law requires the use or disclosure, including requested disclosures to the Secretary of the Department of Health and Human Services to determine our compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

Public Health: We may disclose medical information about you for public health activities. These activities generally include the following:

- to prevent or control disease, injury or disability;
- to report the abuse or neglect of children, elders and dependent adults;
- to report reactions to medications or problems with products;
- to notify people of recalls of products they may be using;
- to notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition; and
- to notify the appropriate government authority if we believe a patient has been the victim of abuse, neglect or domestic violence. We will only make this disclosure if you agree or when required or authorized by law.

Health Oversight: We may disclose medical information to a health oversight agency for activities authorized by law, such as audits, investigations and inspections. Oversight agencies seeking this information include government agencies that oversee the health care system, government benefit programs, other government regulatory programs and civil rights laws. For example, we may disclose medical information to a licensing board to investigate a complaint against a provider.

Legal Proceedings: We may disclose medical information in the course of any judicial or administrative proceeding, in response to an order of a court or administrative tribunal (to the extent such disclosure is expressly authorized), in certain conditions in response to a subpoena, discovery request or other lawful legal process, but only if efforts have been made to tell you about the request (which may include written notice to you) or to obtain an order protecting the information requested.

Law Enforcement: We may release medical information if asked to do so by a law enforcement official:

- In response to a court order, subpoena, warrant, summons or similar process;
- To identify or locate a suspect, fugitive, material witness or missing person;

- About the victim of a crime if, under certain limited circumstances, we are unable to obtain the person's agreement;
- About a death we believe maybe the result of criminal conduct;
- About criminal conduct on County premises; or
- In emergency circumstances to report a crime; the location of the crime or victims; or the identity, description or location of the person who committed the crime.

Nevada Attorney General and Grand Jury Investigations: We may release medical if asked to do so by an investigator for the Nevada Attorney General, or a grand jury, investigating an alleged violation of Nevada laws prohibiting patient neglect, elder abuse or submission of false claims to the Medicaid program. We may also release medical information to an investigator for the Nevada Attorney General investigating an alleged violation of Nevada workers' compensation laws.

Workers' Compensation: We may disclose your medical information as authorized to comply with workers' compensation laws and other similar legally established programs. These programs provide benefits for work-related injuries or illness.

For Specific Government Functions: We may disclose your medical information for the following specific government functions: (1) health information of military personnel, as required by military authorities; (2) health information of inmates, to a correctional institution or law enforcement official; and (3) for national security purposes.

YOUR RIGHTS

The following is a statement of your rights with respect to your medical information and a brief description of how you may exercise these rights.

You have the right to inspect and copy your medical information.

You may inspect and obtain a copy of medical information about you that is contained in a designated record set for as long as we maintain the medical information. A "designated record set" contains medical and billing records and any other records that the Plan uses to make decisions regarding your health care services or benefits. If you request a copy of the information, we may charge a fee for the costs of copying, mailing or other supplies associated with your request.

Under federal law, you may not inspect or copy the following records; psychotherapy notes; information compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding, and medical information that is subject to a law that prohibits access to medical information. Depending on the circumstances, a decision to deny access may be reviewed. In some circumstances, you may have a right to appeal this decision.

If you wish to make a request for access, you should make your request to the applicable business associates named at the end of this Notice. You may also make a written request to our Privacy Officer with respect to designated records sets, if any, held by the County or any business associate not named at the end of this Notice.

You have the right to request a restriction of your medical information.

You may ask us not to use or disclose any part of your medical information for the purposes of treatment, payment or healthcare operations. You may also request that any part of your medical information not be disclosed to family members or friends who may be involved in your care or for notification purposes as described in this Notice. In your request, you must tell us: (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply (for example, disclosures to your spouse).

The Plan is not required to agree to a restriction that you may request. If the Plan believes it is in your best interest to permit use and disclosure of your medical information, your medical information will not be restricted. If the Plan does agree to the requested restriction, we may not use or disclose your medical information in violation of that restriction unless it is needed to provide emergency treatment. With this in

mind, please discuss any restriction you wish to request with your caregiver.

If you wish to make a request to restrict uses and disclosures of your medical information, you should make your request to the applicable business associates named at the end of this Notice. You may also make a written request to Clark County's HIPAA Compliance Office with respect to uses and disclosures by the County or any business associate not named at the end of this Notice.

You have the right to request to receive confidential communications from us by alternative means or at an alternative location.

You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail. We will accommodate reasonable requests. We may also condition this accommodation by asking you for information as to how payment will be handled or specification of an alternative address or other method of contact. We will not request an explanation from you as to the basis for the request. Your request must specify how or where you wish to be contacted.

If you wish to make a request for communications by alternative means, you should make your request to the applicable business associates named at the end of this Notice. You may also make a written request to Clark County's HIPAA Compliance Office with respect to uses and disclosures by the County or any business associate not named at the end of this Notice.

You may have the right to have us amend your medical information.

If you feel that medical information we have about you is incorrect or incomplete, you may ask us to amend the information. You may request an amendment of medical information about you in a designated record set for as long as we maintain this information. In certain cases, we may deny your request for an amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal.

If you wish to make a request to amend your medical information, you should make your request to the applicable business associates named at the end of this Notice. You may also make a written request to Clark County's HIPAA Compliance Office with respect to designated records sets, if any, held by the County or any business associate not named at the end of this Notice.

We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:

- Was not created by us, unless the person or entity that created the information is no longer available to make the amendment;
- Is not part of the medical information kept by or for the Plan;
- Is not part of the information which you would be permitted to inspect and copy; or
- Is accurate and complete.

You have the right to receive an accounting of certain disclosures we have made, if any, of your medical information.

This right applies to disclosures for purposes other than treatment, payment or healthcare operations, as described in this Notice. The right to receive this information is subject to certain exceptions, restrictions and limitations.

If you wish to make a request for an accounting, you should make your request to the applicable business associates named at the end of this Notice. You may also make a written request to Clark County's HIPAA Compliance Office with respect to disclosures, if any, by the County or any business associate not named at the end of this Notice.

Your request must state a time period which may not be longer than six years and may not include dates before April 14, 2003. Your request should indicate in what form you want the list (for example, on paper, electronically). The first list you request within a 12-month period will be free. For additional lists, we may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

You have the right to receive a paper copy of this Notice.

You may ask us to give you a copy of this Notice at any time. Even if you have agreed to receive this Notice electronically, you are still entitled to a paper copy of this Notice upon request.

CHANGES TO THIS NOTICE

We reserve the right to change this Notice. We reserve the right to make the revised or changed Notice effective for medical information we already have about you as well as any information we receive in the future. The Notice will contain on the first page, in the top right-hand corner, the effective date.

COMPLAINTS

You may complain to us or to the Secretary of Health and Human Services (HHS) if you believe your privacy rights have been violated by us. To file a complaint with HHS, send a letter to:

Office of Civil Rights
Medical Privacy, Complaint Division,
U.S. Department of Health and Human Services
200 Independence Avenue, SW, HHH Building, Room 509H
Washington, D.C. 20201
866-627-7748 or for the hearing-impaired call 886-788-4989

To file a complaint with the Plan, submit your complaint in writing and address it to:

Clark County HIPAA Compliance Program Management Office
P.O. Box 551120
Las Vegas, NV 89155.

You may also call (702) 455-3269 for further information about the complaint process.

We will not retaliate against you for filing a complaint.

OTHER USES OF MEDICAL INFORMATION

Other uses and disclosures of your medical information for marketing purposes or that constitute a sale of medical information can only be made with your written authorization. Other uses and disclosures of medical information not covered by this Notice or the laws that apply to us will be made only with your written authorization. If you provide us permission to use or disclose medical information about you by signing an authorization, you may revoke that permission, in writing, at any time. If you revoke your permission, we will no longer use or disclose medical information about you for the reasons covered by your written authorization. You understand that we are unable to take back any disclosures we have already made with your permission, and that we are required to retain our records of the care that we provided to you.

The Plan is prohibited from using or disclosing protected health information that is genetic information for underwriting purposes.

Members will be notified following a breach of unsecured protected health information.

CONTACTINFORMATION

If you wish to exercise one or more of the rights listed in this Notice, contact the representative listed for the appropriate program(s) in which you participate:

Privacy Officer for the Benefits Administrator

Clark County HIPAA Compliance Program Management Office
P. O. Box 551120
Las Vegas, NV 89155
(702) 455-3269

UMR Inc.
115 W. Wausau Ave.
Wausau, ~~,~~WI 54401
(800) 826-9781

Vision Plan
EyeMed Vision Care
111 Wacker Drive, Suite 700
Chicago, IL 60601
(888) 439-3633

RESPONSIBILITIES FOR PLAN ADMINISTRATION

PLAN ADMINISTRATOR. Clark County, Nevada is the Plan Administrator of the Self- Funded Group Medical and Dental Benefit Plan. The Plan Administrator may delegate to others one or more of its duties.

The Plan Administrator shall administer this Plan in accordance with its terms and establish its policies, interpretations, practices, and procedures. It is the express intent of this Plan that the Plan Administrator shall have maximum legal discretionary authority to construe and interpret the terms and provisions of the Plan, to make determinations regarding issues which relate to eligibility for benefits, to decide disputes which may arise relative to a Plan Participant's rights, and to decide questions of Plan interpretation and those of fact relating to the Plan. The decisions of the Plan Administrator will be final and binding on all interested parties.

DUTIES OF THE PLAN ADMINISTRATOR.

1. To administer the Plan in accordance with its terms.
2. To interpret the Plan, including the right to remedy possible ambiguities, inconsistencies or omissions.
3. To decide disputes which may arise relative to a Plan Participant's rights.
4. To prescribe procedures for filing a claim for benefits and to review claim denials.
5. To keep and maintain the Plan documents and all other records pertaining to the Plan.
6. To appoint a Claims Administrator to pay claims.
7. To delegate to any person or entity such powers, duties and responsibilities as it deems appropriate.

In addition, the Plan Administrator shall have the following duties.

(1) **Contracting.** Contracting and administering all agreements necessary or incidental to the operation of the Group Plan. The agreements which the Plan Administrator is authorized to enter into on behalf of the Group Plan include, but are not limited to, agreements for claims administration, preferred providers, excess and aggregate insurance, and utilization review.

(2) **Trust Fund.** Administration of the expendable trust fund established for the deposit of contributions and the payment of expenses necessary for the operation of the Group Plan. The Plan Administrator's responsibilities regarding the trust fund shall include the collection of payments and contributions to the fund and making payments and transfer from the fund as required to affect the provisions of the Group Plan.

(3) **Executive Board.** The Plan Administrator shall establish an Executive Board not to exceed seven members which shall consist of representatives from management appointed from the governmental agencies participating in the Plan.

The Chief Administrative Officer for the Plan Administrator shall appoint the members of the Board and designate a Chairman and Vice-Chairman who will act in the absence or disability of the Chairman.

The duties of the Executive Board shall include monitoring the financial performance of the Plan including the administration of periodic independent actuarial studies, the evaluation and recommendation of contractors to the Plan Administrator, and the negotiation of Plan changes with the Nevada Service Employees Union subject to the approval of the governing bodies.

The Board shall meet at a mutually agreed upon time at least once every other month and may hold such other meetings as circumstances may require or render desirable for the performance of its function and discharge of its duties and responsibilities.

(4) **Group Health Committee.** The Plan Administrator shall establish a seven-member committee which shall consist of representatives from both labor and management appointed from the governmental agencies participating in the Plan. Effective January 1, 1990, the committee shall

be increased to nine members. Effective January 1, 1995, the committee shall be increased to ten members. The committee shall meet to resolve disputes and appeals from determinations made by the Claim Administrator and make Plan change recommendations to the Executive Board.

The Clark County Manager or his designee shall appoint the members of the committee and designate a Chairman and a Vice-Chairman who will act in the absence or disability of the Chairman.

The committee shall meet at a regularly appointed time at least once every other month and may hold such other meetings as circumstances may require or render desirable for the performance of its function and the discharge of its duties and responsibilities. A majority of the members shall constitute a quorum for all purposes. Action taken by the committee shall require a majority affirmative vote of the committee members present and voting. The committee will be responsible for Level 2 review of an adverse benefit determination as provided by the Plan Document. The committee may review and consider coverage determinations made by the Claims Administrator, but the committee may not authorize payment for services which are not covered by the Plan, or which are specifically excluded from Plan coverage.

PLAN ADMINISTRATOR COMPENSATION. The Plan Administrator serves without compensation; however, all expenses for plan administration, including compensation for hired services, will be paid by the Plan.

CLAIMS ADMINISTRATOR IS NOT A FIDUCIARY. A Claims Administrator is not a fiduciary under the Plan by virtue of paying claims in accordance with the Plan's rules as established by the Plan Administrator.

FUNDING THE PLAN AND PAYMENT OF BENEFITS

The cost of the Plan is funded as follows:

The Plan Administrator shall establish the funding rate for each entity and reserves the right to change such.

Some Entity Employers provide Employee and Dependent coverage on a non-contributory basis and do not require Employees to contribute a share of the cost of coverage.

Other Entity Employers share the cost of Employee and Dependent coverage under this Plan with the covered Employee. The enrollment application for coverage will include a payroll deduction authorization.

Benefits are paid directly from the Plan through the Claims Administrator.

PLAN IS NOT AN EMPLOYMENT CONTRACT

The Plan is not to be construed as a contract for or of employment.

CLERICAL ERROR

Any clerical error by the Plan Administrator or an agent of the Plan Administrator in keeping pertinent records or a delay in making any changes will not invalidate coverage otherwise validly in force or continue coverage validly terminated. An equitable adjustment of contributions will be made when the error or delay is discovered. If, due to a clerical error, an overpayment occurs in a Plan reimbursement amount, the Plan retains a contractual right to the overpayment. The person or institution receiving the overpayment will be required to return the incorrect amount of money. In the case of a Plan Participant, if it is requested, the amount of overpayment will be deducted from future benefits payable.

TERMINATION OF THE PLAN

The Plan shall continue in full force and effect unless terminated, modified, altered or amended by the Plan Administrator as provided in this section.

Although the Plan Administrator has established the Plan with the bona fide intention and expectation that it will be able to make contributions indefinitely, nevertheless the County is not and shall not be under any obligation or liability whatsoever to continue its contributions or to maintain the Plan for any given length of time. The Plan Administrator may, in its sole and absolute discretion, on 30 days' notice, discontinue such contributions to terminate the Plan in accordance with its provisions at any time without liability whatsoever for such discontinuance or termination. In the event that the Plan is terminated, the Plan will, to

the extent of funds available, continue to pay all benefits then due and payable to the Covered Individual.

FINAL AUTHORITY OF THE PLAN DOCUMENT

The terms and provisions contained in this Plan Document and Summary Plan Description shall be final and binding upon all Participants. Contradictory benefit information received from any other source will not affect the terms of the Plan as set forth herein. Participants are advised to conclusively rely upon the benefit information provided in this Plan Document and Summary Plan Description only.

APPENDIX A – SPECIAL PROVISIONS

SPECIAL PROVISIONS CONCERNING EMPLOYEES OF THE MOUNT CHARLESTON FIRE PROTECTION DISTRICT

The following provisions shall apply concerning benefits for the Employees of the Mount Charleston Fire Protection District and their covered dependents who were covered by the Public Employee's Benefit Plan (PEBP) and who enrolled in the Plan prior to June 1, 2015.

(1) **Waiting Period.** A Mount Charleston Fire Protection District employee described above and his or her dependents are not required to serve a waiting period.

(2) **Effective Date** June 1, 2015

SPECIAL PROVISIONS CONCERNING APPOINTED EMPLOYEES AND APPOINTED RETIREES OF THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT (LVMPD)

The following provisions shall apply concerning benefits for Appointed Employees and Appointed Retirees of the Las Vegas Metropolitan Police Department (LVMPD) and their covered dependents, effective January 1, 2016, who were covered by the LVMPD Health and Welfare Trust, or the insurance offered through the Police Protective Associate – Civilian Employees, as of December 31, 2015, or who retired as an appointed employee where the LVMPD was their last Nevada public employer.

(1) **Waiting Period.** An Appointed LVMPD employee/retiree described above, and his or her dependents are not required to serve a waiting period.

(2) **Enrollment.** An Appointed LVMPD employee described above, and his or her covered dependents, must satisfy the Plan's requirements concerning eligibility and enrollment.

(3) **Effective Date**: January 1, 2016.

SPECIAL PROVISIONS CONCERNING THE CHIEF OF THE MOAPA VALLEY FIRE PROTECTION DISTRICT

The following provisions shall apply concerning benefits for the Chief of the Moapa Valley Fire Protection District and his or her covered dependent(s).

(1) **Waiting Period**. Chief of the Moapa Valley Fire Protection District described above and his or her dependent(s) are not required to serve a waiting period.

(2) Effective Date July 21, 2020

SPECIAL PROVISIONS CONCERNING THE RESOLUTION FOR THE VOLUNTARY SEPARATION PROGRAM (VSP) APPROVED BY CLARK COUNTY, UNIVERSITY MEDICAL CENTER, AND WATER RECLAMATION DISTRICT EMPLOYEES:-

The VSP program provides for a total of 24 months coverage window, which consists of a core 18 months of COBRA plus an additional 6 months of continuation (or retiree coverage). The specific requirements for eligibility under this program can be found in the resolution approved by the Clark County Board of County Commissioners (and each respective employer mentioned above) and was limited to those who were approved between May 19, 2020, through August 7, 2020. While this was a voluntary program, the approval process was maintained by the employer and WILL NOT be considered outside the approved resolution.

This Plan Document will be amended from time to time to reflect any such statutory mandates and will be made available to all participants for future reference.

GENERAL PLAN INFORMATION

TYPE OF ADMINISTRATION
The Plan is a self-funded health plan, and the claims administration is provided through a third-party Claims Administrator. The funding for the benefits is derived from the funds of the Employer and contributions made by covered Employees. The Plan is not insured.

PLAN NAME Self-Funded Group Medical and Dental Benefits Plan

PLAN EFFECTIVE DATE: January 1, 2024

PLAN YEAR ENDS: December 31st

GOVERNING LAW AND FORUM: The Plan is subject to, and governed by, the laws of the State of Nevada. Any and all claims, legal actions or proceedings relating to this Plan must be brought in the Eighth Judicial District Court of the State of Nevada. The aforementioned choice of forum is mandatory and not permissive in nature.

EMPLOYERINFORMATION
Clark County, Nevada
PO Box 551711
Las Vegas, Nevada 89155-1711
702.455.4544

ADDITIONAL PARTICIPATING EMPLOYERS	
Clark County Water Reclamation District 702.668.8066	University Medical Center of Southern Nevada 702.383.2230
Las Vegas Convention & Visitors Authority 702.892.7527	Las Vegas Valley Water District 702.258.3115
Regional Transportation Commission of Southern Nevada 702.676.1500	Clark County Regional Flood Control District 702.685.0000
Southern Nevada Health District 702.759.1101	Henderson District Public Libraries 702.207.4278
Mt. Charleston Fire Protection District 702.486.5123	Las Vegas Metropolitan Police Department Appointed Employees 702.828.2904
Chief of the Moapa Valley Fire Protection District 702.398-3568	Eighth Judicial District Court 702.671-4561

PLAN ADMINISTRATOR
Clark County, Nevada
PO Box 551711
Las Vegas, Nevada 89155-1711
702.455.4544

CLAIMSADMINISTRATOR
UMR Inc.
115 W. Wausau Ave.
Wausau, ,WI 54401
(800) 826-9781

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

DATE: _____

ATTEST:

BY: _____
LYNN MARIE GOYA, County Clerk

ATTEST:

BY: _____
LYNN MARIE GOYA, County Clerk

ATTEST:

BY: _____
LYNN MARIE GOYA, County Clerk

ATTEST:

BY: _____
ANTON NIKODEMUS, Vice Chair

ATTEST:

BY: _____
JOHN ENTSMINGER

ATTEST:

BY: _____
DEANNA HUGHES

ATTEST:

BY: _____
ANA DIAZ

COUNTY OF CLARK

BY: _____
JAMES B. GIBSON, Chair
Board of County Commissioners

CLARK COUNTY WATER RECLAMATION DISTRICT

BY: _____
TICK SEGERBLOM, Chair
Board of Trustees

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

BY: _____
WILLIAM MCCURDY II, Chair
Board of Trustees

LAS VEGAS CONVENTION AND VISITORS AUTHORITY

BY: _____
JAMES B. GIBSON, Chair
Board of Directors

LAS VEGAS VALLEY WATER DISTRICT

BY: _____
MARILYN KIRKPATRICK, President
Board of Directors

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT

BY: _____
JUSTIN JONES, Chair
Board of Directors

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

BY: _____
JUSTIN JONES, Chair
Board of Commissioners

ATTEST:

BY: _____
FERMIN LEGUEN, M.D.
District Health Officer or Designee

ATTEST:

BY: _____
TRUDY CASEY

ATTEST:

BY: _____
LYNN MARIE GOYA, County Clerk

ATTEST:

BY: _____
TANAKA WILSON

ATTEST:

BY: _____
LYNN MARIE GOYA, County Clerk

ATTEST:

BY: _____
LAUREN PENA

APPROVED AS TO FORM:

STEVEN B. WOLFSON, District Attorney

BY: _____
LISA LOGSDON
County Counsel

SOUTHERN NEVADA HEALTH DISTRICT

BY: _____
MARILYN KIRKPATRICK, Chair
Board of Health

HENDERSON DISTRICT PUBLIC LIBRARIES

BY: _____
DAVID ORTLIPP, Chair
Board of Trustees

MOUNT CHARLESTON FIRE PROTECTION DISTRICT

BY: _____
ROSS MILLER, Chair
Board of Fire Commissioners

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

BY: _____
SHERIFF KEVIN MCMAHILL

MOAPA VALLEY FIRE PROTECTION DISTRICT

BY: _____
MARILYN KIRKPATRICK, Chair
Board of Fire Commissioners

EIGHTH JUDICIAL DISTRICT COURT

BY: _____
STEVEN GRIERSON
Court Executive Officer

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

October 3, 2023

Subject: Agreement
Petitioner: Doa J. Ross, Deputy General Manager, Engineering
Recommendations: That the Board of Directors approve and authorize the General Manager to sign an agreement between The Howard Hughes Company, LLC, and the District for design and construction of a perimeter wall around the 3665 Zone Reservoir Site and take any actions required under the agreement.

Fiscal Impact:
None by approval of the above recommendation.

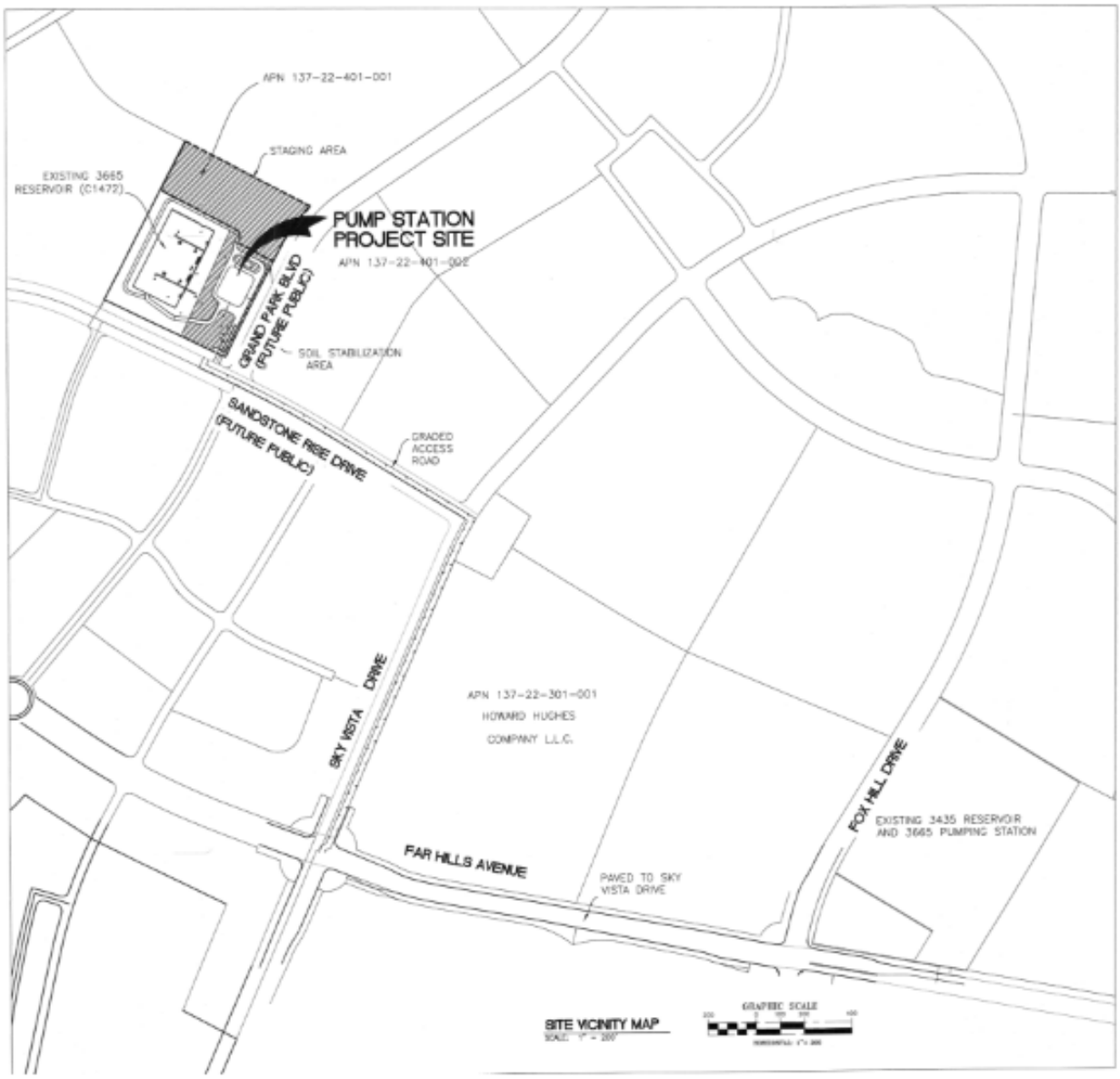
Background:
The Howard Hughes Company, LLC (Developer), is coordinating plans to develop the area around the existing 3665 Zone Reservoir Site (Reservoir) requiring the construction of a permanent perimeter wall, known as the 3665 Zone Reservoir Site Modifications (Improvements), located as generally shown on Attachment A.

If approved, the attached Design and Construction Agreement (Agreement) provides the terms and conditions for design and construction of the Improvements at the Developer's sole cost and expense on real property and within easements dedicated to the District. Upon completion of the Improvements, the Developer will assign unencumbered fee title of the 3665 Zone Reservoir Site to the District and the Developer and District shall execute a common wall agreement pursuant to the terms of the Agreement.

This Agreement is being entered into pursuant to Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the Agreement.

JJE:DJR:PJJ:RCP:kd
Attachments: Attachment A, Disclosure, Agreement

AGENDA ITEM # **9**


APN 137-22-401-001
STAGING AREA
EXISTING 3665
RESERVOIR (C1472)
PUMP STATION
PROJECT SITE
APN 137-22-401-002
GRAND PARK BLVD
(FUTURE PUBLIC)
SOIL STABILIZATION
AREA
SANDSTONE RISE DRIVE
(FUTURE PUBLIC)
GRADED
ACCESS
ROAD
SKY VISTA DRIVE
APN 137-22-301-001
HOWARD HUGHES
COMPANY L.L.C.
FOX HILL DRIVE
EXISTING 3435 RESERVOIR
AND 3665 PUMPING STATION
FAR HILLS AVENUE
PAVED TO SKY
VISTA DRIVE
SITE VICINITY MAP
GRAPHIC SCALE

Las Vegas Valley Water District
Southern Nevada Water Authority
Springs Preserve™

LVVWD/SNWA/SSEA
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Limited Liability Company
Business Designation Group:	
Number of Clark County Residents Employed:	0
Corporate/Business Entity Name:	The Howard Hughes Company, LLC
Doing Business As:	
Street Address:	10845 Griffith Peak Drive, Suite 160
City, State, and Zip Code	Las Vegas, NV 89135
Website:	https://www.howardhughes.com/
Contact Name:	Frank Stephan
Contact Email:	Frank.Stephan@howardhughes.com
Telephone No:	702-791-4000
Fax No:	

Nevada Local Business Information (if applicable)

Local Street Address:	
City, State, and Zip Code	, NV
Local Website:	
Local Contact Name:	
Local Contact Email:	
Telephone No:	
Fax No:	

Disclosure of Relationship/Ownership

Do any business/corporate entity members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)?
No
Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity?
No

BUSINESS ENTITY OWNERSHIP LIST

All entities, with the exception of *publicly-traded corporations* and *non-profit organizations*, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board of Directors. (*If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties)*

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Publicly-traded corporations and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

No Ownership More than Five Percent (5%) Statement: *(if applicable)*
Owner is owned by another entity

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

Additional Supplemental Information to be Attached?	More than ten Board members/officers?		More than ten Owners?	

Names, Titles and Percentage Owned:

Full Name	**Title**	**% Owned** (Not required for Publicly Traded Corporations/Non-profit organizations)

DISCLOSURE OF RELATIONSHIPS

Disclosure of Employee Relationships: *(List any disclosures below)*

Business Owner/Principal relationships to any Employee and/or Official of LVVWD, SNWA or SSEA must be listed whether that relationship is by blood "Consanguinity" or by marriage "Affinity". "Degree of consanguinity", first or second, of *blood* relatives is as follows:

Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)

Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

NAME OF BUSINESS OWNER/PRINCIPAL	LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL AND JOB TITLE	BUSINESS OWNER/OFFICIAL RELATIONSHIP TO LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL	LVVWD/SNWA/SSEA EMPLOYEE'S/OFFICIAL'S DEPARTMENT

Disclosure of Employee Ownership/Involvement: *(List any disclosures below)*

NAME OF BUSINESS OWNER/PRINCIPAL	LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL AND JOB TITLE	BUSINESS OWNER/OFFICIAL RELATIONSHIP TO LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL	LVVWD/SNWA/SSEA EMPLOYEE'S/OFFICIAL'S DEPARTMENT

Authorized Signature

By providing an electronic signature in the indicated area below, *the signatory acknowledged and agreed to sign documents and contracts electronically and to receive by electronic delivery documents, contracts, notices, communications, and legally-required disclosures. Signatory also* certified, under penalty of perjury, that all of the information provided herein is current, complete, and accurate and that signatory is authorized to sign. Signatory also understands that the LVVWD/SNWA/SSEA Board of Directors will not take action on any item without the completed disclosure form.

Signer Name:	Frank Stephan
Signer Title:	Vice President
Signer Email:	Frank.Stephan@howardhughes.com
Signed Date:	2023-06-06

LVVWD/SNWA/SSEA Review

This section to be completed and signed by the LVVWD/SNWA/SSEA Authorized ***Department*** Representative.

☑ ***No*** Disclosure or Relationship is noted above or the section is not applicable.

___Disclosure or Relationship ***IS*** noted above (complete the following):

___Yes ___No – Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection process for this item?

___Yes ___No – Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business in performance of the contract?

Additional Comments or Notes:

By signing below, I confirm that I have reviewed this disclosure form and that it is complete and correct to the best of my knowledge.

Signature	Print Name/Title	Date
Janelle L. Boelter, P.E.	Janelle L. Boelter, P.E., Director of Infrastructure Management	6/7/23

Jennifer Cassaro

From: Stephanie Chang <Stephanie.Chang@howardhughes.com>
Sent: Wednesday, June 7, 2023 2:59 PM
To: Jennifer Cassaro
Subject: {External} LVVWD Disclosure Form - Ownership, Officers and Directors for The Howard Hughes Company, LLC

Hi Jennifer,
Please see the information that I received for the Ownership, Officers and Directors for Howard Hughes Corporation. Please let me know if this is acceptable.

Top 10 Owners of Howard Hughes Corp

Stockholder	Stake	Shares owned	Total value ($)	Shares bought / sold	Total change
Pershing Square Capital Managemen...	33.00%	16,436,774	1,271,713,204	+452,242	+2.83%
The Vanguard Group, Inc.	10.16%	5,060,721	391,547,984	-64,224	-1.25%
Baillie Gifford & Co.	5.29%	2,634,933	203,864,766	-210,427	-7.40%
Barrow, Hanley, Mewhinney & Strau...	4.52%	2,248,961	174,002,113	+517,889	+29.92%
Principal Global Investors LLC	4.34%	2,162,767	167,333,283	-51,058	-2.31%
Harris Associates LP	4.22%	2,104,227	162,804,043	-25,351	-1.19%
Dimensional Fund Advisors LP	3.83%	1,907,259	147,564,629	+92,819	+5.12%
BlackRock Fund Advisors	2.84%	1,413,219	109,340,754	-17,840	-1.25%
NewSouth Capital Management, Inc.	1.38%	688,167	53,243,481	-26,357	-3.69%
Donald Smith & Co., Inc.	1.26%	625,899	48,425,806	+141	+0.02%

The Howard Hughes Company, LLC is a subsidiary of Howard Hughes Corporation, as listed in the 10-k

List of Directors for The Howard Hughes Company, LLC:
David O'Reilly, CEO
L. Jay Cross, President
Carlos Olea, CFO
Nancy Fairfield, Interim General Counsel
Vice Presidents: Frank Stephan, Andrew Ciarrocchi, Brian Walsh, and Danielle Bisterfeldt

Thanks,

Stephanie Chang
Project Controls Specialist, MPC Engineering
T (702) 791-4208 |

The Howard Hughes Corporation | Summerlin
10845 Griffith Peak Drive | Suite 160
Las Vegas, NV 89135

howardhughes.com
LinkedIn | Instagram

SUMMERLIN 3665 ZONE RESERVOIR SITE IMPROVEMENTS

DESIGN AND CONSTRUCTION AGREEMENT

The Summerlin 3665 Zone Reservoir Site Improvements DESIGN AND CONSTRUCTION ("Agreement") is entered into as of the Effective Date, by and between the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter called "District", and The Howard Hughes Company, LLC, a Delaware limited liability company, a Delaware limited liability company, hereinafter called "Developer". District and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, the District is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, State of Nevada;

WHEREAS, Developer is desirous to commence construction of a permanent perimeter fence ("Project") at the District's 3665 Zone Reservoir Site (APN 137-22-401-002) and generally depicted on Exhibit I attached hereto ("Property");

WHEREAS, Developer owns certain real property which abuts the Property which is known as APNs 137-22-413-003 and 137-22-311-001 (collectively, the "Developer's Property");

WHEREAS, the Project will straddle the Property and Developer's Property such that a portion of the Project will be located on each of the Property and Developer's Property;

WHEREAS, the Developer desires to design and construct the Project, at its sole cost and expense; and,

WHEREAS, the District is willing to review the design and inspect the construction of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1) Recitals. The foregoing recitals are incorporated herein.

2) Developer's Real Property. Exhibit I generally depicts the true area and extent of the Property.

3) Project Design.

   a) Developer will have prepared, at its sole cost and expense, and not reimbursable by the District, the design for the construction of the Project, including all addenda, subject to acceptance by the District.

   b) The design shall comply with District standards, requirements, and format as set forth in the Engineering Design Standards, which can be obtained by calling the District's Program Controls Division at (702) 862-3466 and shall be prepared in accordance with the requirements of Nevada Revised Statutes Chapters 332 and 338.

   c) Developer shall furnish to the District all full size, sealed, reproducible original design drawings and specifications for the Project design and all proprietary rights thereto. These deliverables shall include CAD files prepared by using AutoCAD (version in accordance with the District's Engineering Design Standards), WORD files of the specifications, one (1) set of full size drawing plotted paper medium, and one (1) set of specifications.

   d) Developer shall, at its sole cost and expense, and not reimbursable by the District, modify the design of the Project, as required by the District, as follows:

      i) Through the 100% design submittal:

         (1). The availability of new technology; or

         (2). Improvements to previous perimeter fence designs.

ii) Through the completion of construction of the Project, regarding:

(1). Errors and omissions by the Developer's engineer; or

(2). Compliance with OSHA requirements.

e) The Project shall:

i) Provide any architectural or zoning review required by public agencies and committees; and

ii) Ensure implementation of all architectural or zoning requirements into the design of the Project.

4) Construction Funding.

a) Developer will have completed per the approved construction documents, at its sole cost and expense, and not reimbursable by the District, the construction of the Project.

b) If the District initiates a change order for the District's sole benefit and if that change order increases the total cost of the Project, the change order will be taken to the District's Board of Directors for approval, as required by the District's governing documents.

c) In accordance with this Agreement, the District shall reimburse the Developer, within forty-five (45) calendar days of receipt of the Bill of Sale (as defined herein), the actual cost of construction for change orders for the District's sole benefit that increase the total cost of the Project.

d) Developer shall pay all necessary design and construction costs for dust mitigation measures associated with construction of the Project, as required by Clark County Department of Air Quality and its requirements. Developer's dust mitigation measures shall be acceptable to the Clark County Department of Air Quality and reasonably acceptable to the District. If Developer's dust mitigation measures are not acceptable to either the Clark County Department of Air Quality or are not reasonably acceptable to the District, Developer shall revise its dust mitigation measures, at Developer's sole cost, to meet the Clark County Department of Air Quality's requirements and the District's reasonable requirements.

5) Shop Drawings.

a) Developer shall provide the District's Engineering Design Division shop drawings, substitute material requests and cut sheets, for its review and process.

b) Developer's engineer shall provide a shop drawing stamp on each sheet of every submittal showing technical criteria pertaining to each product. The shop drawing stamp shall be as approved by the District and shall include at a minimum, the Project number reference, the review action taken, the date of the shop drawing review action, and the initials of an engineer within the responsively assigned engineering discipline.

c) Developer's engineer shall provide the District with a twenty-one (21) calendar day review period, prior to the shop drawings being returned to Developer's contractor. The District reserves the right to take exception to the engineer's shop drawing stamp action. If no response is given to the Developer's engineer by the District within twenty-one (21) days and the District has not requested additional time for its review, the District is deemed to have taken no exceptions to the engineer's shop drawing actions.

d) No shop drawings shall be accepted for review prior to the District's approval of the plans and specifications.

e) Developer shall provide to the District one complete set of final approved shop drawings for all appropriate items incorporated into the work in pdf format within seven (7) calendar days of receipt from its contractor.

6) Construction.

a) Developer shall construct the Project:

i) At the Developer's sole cost and expense, subject to reimbursement as detailed in this Agreement;

ii) During normal working hours and days for the District;

iii) Designed in accordance with this Agreement and all provisions of the District's Service Rules that are in force and effect on the Effective Date;

iv) Furnishing all necessary materials, labor, equipment, and services therefor; and

v) Subject to observation by an authorized representative of the District at the sole cost and expense of the District, except as agreed in accordance with this Agreement.

b) Developer shall provide to the District, thirty (30) days prior to the start of construction, the name, title, physical address, telephone number, and email address of a designated local Project Administrator who shall have responsible charge of the contract administration for construction of the Project. The District will address all correspondence regarding the Project to the Project Administrator at the designated physical address or email address. The mailing or email transmittal to the Project Administrator of any notice, letter or other communication shall be deemed sufficient service thereof. The date of said service shall be the date of such mailing or email transmittal. The Project Administrator, or any of the related information may be changed at any time by providing written notification to the District's Construction Division.

c) Construction, including shop drawings and submittal reviews, of the Project shall not commence prior to approval by the District of the design drawings for the Project.

d) Developer shall conduct a pre-construction conference at a location, at an hour and on a day mutually acceptable to the Developer and the District.

e) Developer shall reimburse the District for all direct and indirect costs that the District incurred in the inspection of the construction of the Project when construction work is performed outside the District's normal working hours and days.

f) The Developer is fully responsible for ensuring no harm comes to any tortoises found on the work site. Tortoises will not be intentionally killed, harmed, or taken for private use. In the event a desert tortoise is encountered on the Work Site and is in imminent danger, temporarily cease construction operations at location of tortoise, immediately notify the District of occurrence, and a qualified biologist will arrive to remove tortoise.

g) Developer shall provide 'as-built' information to the District within seven (7) calendar days of the final walk-through by the District.

7) Staging Area.

a) Developer shall provide the District with written permission of the owner of record of any and all public or private property upon which he stockpiles or stores materials and/or equipment; provided, however, that no such written permission shall be required if Developer stockpiles or stores materials and/or equipment on property owned by Developer or any of its affiliated entities.

b) Material and equipment stored without said permission shall be immediately removed by the Developer at the Developer's sole expense.

c) Said permission shall be furnished to the District prior to any use of public or private property.

d) Upon completion of work on such properties, the Developer shall, as a condition of reimbursement, provide to the District a letter from the owner of each property stating that the property has been left in a condition acceptable to the owner. Acceptance by all property owners is a condition of acceptance of the Project by the District. This provision shall not apply to any developer-owned property or property owned by any of Developer's affiliated entities.

8) Project Management Information System.

a) The Developer shall require its engineer to provide:

i) System Access Security Checklist that demonstrates the engineer meets the cyber security requirements of the District. Exhibit III attached hereto contains the District's System Access Security Checklist.

ii) Competent staff to interface with the District's project management information system ("PMIS") for the construction of the Project.

iii) A list of names and corresponding email address of the engineer's staff who will interface with the District's PMIS. Exhibit III attached hereto contains the District's System Access Security Checklist.

b) The Developer's engineer staff that require access to the District's PMIS will be required to accept the Owner's conditions of use at time of initial login. Exhibit II attached hereto contains the PMIS Terms of Use.

c) The Developer shall require its contractor to provide:

i) System Access Security Checklist that demonstrates the contractor meets the cyber security requirements of the District. Exhibit III attached hereto contains the District's System Access Security Checklist.

ii) Competent staff to interface with the District's project management information system ("PMIS") for the construction of the Project.

iii) A list of names and corresponding email address of the contractor's staff who will interface with the District's PMIS. Exhibit III attached hereto contains the District's System Access Security Checklist.

d) The Developer's contractor staff that require access to the District's PMIS will be required to accept the Owner's conditions of use at time of initial login. Exhibit II attached hereto contains the PMIS Terms of Use.

9) Data Privacy and Security.

a) During the course of this Agreement, Developer and Developer's engineer and contractor will create, receive, or have access to the District's Facility Information and the Facility Information of the Southern Nevada Water Authority ("Authority"). Facility Information means drawings, maps, plans, or records that reveal the District's or the Authority's critical infrastructure of primary buildings, facilities and other structures used for storing, transporting, or transmitting water or electricity, other forms of energy, fiber optic cables, or vertical assets used for the transmission or receipt of data or communications used by the District and the Authority. Facility Information is deemed to be Confidential Information of the District and the Authority.

b) Developer shall, itself, and shall require that its engineer and contractor:

i) Keep and maintain all Facility Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure, including at a minimum, strong password protection and encryption for data at rest and in transit on any network;

ii) Ensure that all Facility Information is stored only in data center(s) that are subject to United States federal jurisdiction;

iii) Not create, collect, receive, access, or use Facility Information in violation of law;

iv) Use and disclose Facility Information solely and exclusively for the purposes of providing work or services under this Agreement;

v) Not use, sell, rent, transfer, distribute, or otherwise disclose or make available Facility Information for their own purposes or for the benefit of anyone other than the District without the District's prior written consent;

vi) Not, directly or indirectly, disclose Facility Information to any person other than its Authorized Persons, without the District's prior written consent. Authorized Persons means the Developer's engineer's and contractor's respective employees, contractors, subcontractors, consultants, subconsultants, agents, or auditors who have a need to know or otherwise access Facility Information to enable Developer to perform its obligations under this Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect Facility Information in accordance with the terms and conditions of this Agreement; and

vii) Prior to disclosure of Facility Information to any Authorized Persons, ensure that those Authorized Persons are contractually bound to comply with all provisions of this Data Privacy and Security section. Developer acknowledges that it will be liable to the District for any and all damages the District incurs from Developer's failure to ensure that that its Authorized Persons are contractually bound to comply with all provisions of this Data Privacy and Security section.

c) DEVELOPER ACKNOWLEDGES THAT THE UNLAWFUL DISCLOSURE OF SUCH RECORDS MAY SUBJECT THE DEVELOPER TO CRIMINAL LIABILITY PURSUANT TO NRS SECTION 239C.210(3).

d) Security Breach means any act or omission that compromises either the security, confidentiality, or integrity of Facility Information or the physical, technical, administrative, or organizational safeguards put in place by the Developer's engineer and contractor or by the District to the extent that Developer's engineer and contractor have access to District's systems, that relate to the protection of the security, confidentiality, or integrity of Facility Information. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Facility Information.

e) Developer shall, itself, and shall require that its contractor:

i) Notify the District of any Security Breach as soon as practicable, but no later than twenty-four (24) hours after the Developer's engineer or contractor becomes aware of it, by telephone at the following number 702-258-3889 and by email to databreachnotice@lvvwd.com, with a copy by email to the District's contacts listed in the Notices Section below;

ii) At its own expense, coordinate and fully cooperate with the District in the District's handling of the matter;

iii) Use its best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach;

iv) Maintain and preserve all documents, records, and other data related to any Security Breach; and

v) Reimburse the District for all actual costs incurred by the District in responding to and mitigating damages caused by any Security Breach.

f) Developer acknowledges that any breach of its covenants or obligations set forth in this Data Privacy and Security Section may cause District irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, District is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which District may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

g) Developer shall, itself, and shall require that its engineer and contractor maintain a comparable or better information security program to that disclosed in the engineer's and contractor's the

System Access Security Checklist throughout the course of this Agreement that is reviewed for new risk assessments at least annually.

h) Developer shall, itself, and shall require that its engineer and contractor implement the administrative, physical and technical safeguards disclosed in the System Access Security Checklist to protect Facility Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than the current version of the CIS Controls as published by the Center for Internet Security, Inc. or its successor organization, or corresponding standards adopted by the National Institute of Standards and Technology of the United States Department of Commerce, and shall ensure that all such safeguards, including the manner in which Facility Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

10) Change Orders. To the extent that a change order(s) is initiated by the District for the District's sole benefit, the District shall pay to the Developer the cost of the change order(s). The cost of all other change orders, including but not limited to change orders due to errors or omissions by the Developer's engineer and change orders for the Developer's sole benefit, shall be borne by the Developer.

11) Common Wall. Upon the completion of the Project, the Parties shall execute a common wall agreement, which shall be recorded with the Clark County Recorder and shall run with the land.

12) Warranty. Should any defective material or workmanship affecting the Project be discovered within one (1) year of the date of completion and acceptance of the Project by the District, the Developer shall immediately cause the defect to be corrected or shall reimburse the District for its cost to correct said defect. For the purpose of this Agreement, any pavement settlement, heaving or cracking of the perimeter wall shall be considered conclusive evidence of defective materials and/or workmanship. Any correction actions shall themselves be warranted for a one-year period from the date of correction. A one-year maintenance bond for ten percent of the construction cost of the Project shall be provided in accordance with District requirements. The effective date of the bond shall be the date of the execution of the common wall agreement.

13) No Water Commitment.

a) With the exception of parent final maps that are created to sell to developers for future subdivision, no real property shall receive a water commitment from the District by virtue of the design and construction of the Project. Nothing in this Agreement or any actions taken pursuant to this Agreement shall commit water service to any property.

b) This Agreement does not grant the Developer any property right in water service to any of the Developer's property. Water service and water connections are governed by the District Service Rules in effect at the time the application is made for water service or a water connection and can only be granted if the application conforms to the then existing District Service Rules, and if the District has capacity in both the Project and in its water system such that water service or a water connection will not damage or reduce service to other customers of the District.

14) Water Conservation Requirements.

a) Developer shall require that any development of the Property comply with all water conservation and non-essential water use restrictions as found in the District's Service Rules in effect at the time of construction, including but not limited to:

i) Require the use of smart irrigation controllers bearing the U.S. EPA WaterSense label for the irrigation of any turf or landscaping. A "smart irrigation controller" is an irrigation controller or timer that has built-in water efficiency features including a sensor to adjust to the optimal irrigation run time based on the local weather, historical weather, soil, and evaporation conditions. In large applications where WaterSense labelled products are not reasonably available, systems must create or modify irrigation schedules based on evapotranspiration (ET) principles by one or more of the following methods:

(1). Storing historical crop Evapotranspiration (ETc) data characteristics of the site and modifying these data with an onsite sensor;

(2). Using onsite weather sensors as a basis for calculating real time ETc;

(3). Using a central weather station as a basis for ETc calculations and transmitting the data to individual controllers from remote sites; or

(4). Using onsite weather sensors.

ii) Prohibit the installation of manmade lakes and manmade decorative water features, as defined in the District's Service Rules that are in effect at the time of construction.

iii) Prohibit the installation of any non-functional turf as defined in the District's Service Rules that are in effect at the time of construction.

iv) Prohibit the installation of turf in new development on properties, with the exception of schools, parks, and cemeteries. The installation of turf at schools, parks, and cemeteries must meet the requirements enumerated in the District's Service Rules that are in effect at the time of construction.

v) Prohibit the installation of spray irrigation on any new development, with the exception of spray irrigation installed at new schools, parks and cemeteries that are installed in accordance with the District's Service Rules that are in effect at the time of construction.

vi) For single family residential development, prohibit the installation of any pool, spa, and/or water feature with a combined surface area that exceeds 600 square feet. The restrictions described in this paragraph do not apply to Ornamental Water Features.

vii) Prohibit the installation of ornamental water features, except as permitted in accordance with the District's Service Rules that are in effect at the time of installation.

viii) Prohibit the construction of any recreational water parks, except as permitted in accordance with the District's Service Rules that are in effect at the time of installation.

ix) Prohibit the construction of any golf courses.

x) Prohibit the construction of development equipped with evaporative cooling.

xi) Prohibit the construction of development that discharges was into either septic tanks or evaporative ponds.

b) Developer shall require the water conservation and non-essential water use restrictions be binding upon all successors and assigns in perpetuity. The Developer and all successors and assigns shall comply with the District's Service Rules' water conservation and non-essential water use restrictions that are effective at the time of the commencement of the proposed development of any portion of the Property.

c) Developer shall further require that these water conservation and non-essential water use restrictions be included in any deed or other written instrument affecting title to the Property, with that deed or other written instrument being recorded with the Clark County Recorder.

d) The District's Service Rules can be found on the District's website at:

https://www.lvvwd.com/customer-service/water-service/service-rules.html

15) Insurance.

a) Throughout the design of the Project, Developer shall require that its engineer:

i) Carry general liability insurance with limits of no less than $2,000,000 per occurrence, and a $3,000,000 aggregate covering personal injury and property damage claims;

ii) Carry Worker's Compensation coverage as required by Nevada Statute with Employer's Liability limits of no less than $500,000;

iii) Carry Professional Liability Insurance with limits of no less than $1,000,000 per claim;

iv) Carry Cyber and Technology liability insurance providing coverage for technology and professional services, privacy and cyber security, and privacy regulatory defense, awards, and fines with limits of $1,000,000 per occurrence and $1,000,000 annual aggregate;

v) Name the District and Developer as an additional insured under all insurance policies;

vi) Waive its right of subrogation for any loss related to the construction of the Project against the District and the Developer; and

vii) Furnish to the District and the Developer a Certificate of Insurance evidencing such insurance within 15 days after execution of this Agreement.

All insurance required under this article shall be primary (pay first) with respect to any other insurance which may be available to the District, regardless of how the "other insurance" provisions may read.

b) Throughout the Developer's construction of the District Project, Developer shall require that its contractor:

i) Carry general liability insurance with limits of no less than $2,000,000 per occurrence, and a $3,000,000 aggregate covering personal injury and property damage claims;

ii) Carry Worker's Compensation coverage as required by Nevada Statute with Employer's Liability limits of no less than $500,000;

iii) Carry Cyber and Technology liability insurance providing third-party coverage for technology and professional services, privacy and cyber security, and privacy regulatory defense, awards, and fines with limits $1,000,000 per occurrence and $1,000,000 annual aggregate;

iv) Name the District and the Developer as additional insured under all insurance policies; and

v) Waive its right of subrogation for any loss related to the construction of the Project against the District and the Developer

vi) Furnish to the District and the Developer a Certificate of Insurance evidencing such insurance within 15 days after execution of this Agreement.

All insurance required under this article shall be primary (pay first) with respect to any other insurance which may be available to the District, regardless of how the "other insurance" provisions may read.

16) Compliance with All Laws and Regulations.

a) Developer shall comply and require that its engineer and contractor comply with all provisions of the District's Service Rules that are in force and effect on the Effective Date, as they may pertain to the construction of the Project.

b) Developer and its officers, employees, agents, contractors, licensees, or invitees, at no cost to the District, shall at all times comply with all applicable laws, ordinances, statutes, rules, acts, or regulations in effect or that become in effect during the time work is performed under this Agreement, including but not limited to those laws outlined by the Endangered Species Act of 1973, and the Clark County Desert Conservation Plan, August 1, 1995.

17) Indemnification and Hold Harmless.

a) Developer shall indemnify, defend, and hold the District, its directors, officers, employees, and related entities (collectively the "District Parties") harmless from any and all claims, demands, liens, actions, damages, and reasonable costs, expenses, and reasonable attorneys' fees based upon or arising out of alleged acts or omissions of Developer or its officers, employees, agents, contractors, licensees or invitees in connection with the design, construction and

installation of the Project. Regardless of the foregoing, the Developer shall not be required to indemnify the District Parties for negligent acts of the District Parties.

b) Developer shall indemnify, defend, and hold the District Parties harmless from all damage or injury that may be caused on any property by trespass of Developer's officers, employees, agents, contractors, licensees, or invitees in connection with this Agreement whether the said trespass was committed with or without the consent or knowledge of the Developer.

c) Developer shall include in its separate contract with its engineer the requirement that the Developer's engineer indemnify, defend and hold the District Parties harmless from any and all claims, demands, liens, actions, damages, and reasonable costs, expenses, and reasonable attorneys' fees based upon or arising out of alleged acts or omissions of the engineer or its officers, employees, agents, contractors, licensees or invitees during the design and construction of the Project. Regardless of the foregoing, the Developer's engineer shall not be required to indemnify the District Parties for negligent acts of the District Parties.

d) Developer shall include in its separate contract with its contractor the requirement that the Developer's contractor indemnify, defend, and hold the District Parties harmless from any and all claims, demands, liens, actions, damages, and reasonable costs, expenses, and reasonable attorneys' fees based upon or arising out of alleged acts or omissions of the contractor or its officers, employees, agents, contractors, licensees, or invitees during the construction of the Project. Regardless of the foregoing, Developer's contractor shall not be required to indemnify the District Parties for negligent acts of the District Parties.

18) Arbitration. Developer agrees to participate in and shall include a provision in the agreement between the Developer and Developer's engineer whereby Developer's engineer agrees to participate in, any binding arbitration required by the District's construction contract to the extent that it is alleged that the Developer's engineer's design does not meet the professional standard of care. The professional standard of care is defined as that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the professional services are provided.

19) Termination.

a) This Agreement shall automatically terminate if:

i) The design of the Project is not commenced within 12 months from the District's completion of the construction of the 4125 Zone North Pumping Station or is not completed within 24 months from District's completion of the construction of the 4125 Zone North Pumping Station, subject to delays caused by the District in its review of design or construction plans for the Project.

ii) The construction of the Project is not started within one (1) year from the date of District approval of construction drawings, subject to force majeure delays; or

iii) If active construction work is discontinued for a period of one year, other than in connection with force majeure delays.

b) The District may terminate the Agreement if the design is commenced within the one-year period but is not, in the District's commercially reasonable opinion, diligently prosecuted to completion in a manner acceptable to the District. Termination for failure to diligently prosecute shall occur upon the District's written notice that the Developer has not followed the conditions of this Agreement.

c) This Agreement shall automatically terminate if, subject to force majeure events (i) construction of the Project is not started within one (1) year from the date of District approval of construction drawings; (ii) if active construction work is discontinued for a period of one (1) year; or (iii) if such construction is commenced within said one (1) year period but is not diligently prosecuted to completion in a manner reasonably acceptable to the District. Termination under this paragraph shall occur upon the District's written notice that the Developer has not followed the conditions of this Agreement.

d) If this Agreement terminates in accordance with this Agreement, and the Project is partially constructed:

i) The Developer Parties shall indemnify, hold harmless, and defend without cost to the District, its Board of Directors and its officers, agents, and employees ("District Parties"), against any and all losses, claims, costs, damages, actions, proceedings, and liability arising out of, resulting from, Developer's actions in regard to construction of the Project. This indemnification includes, but is not limited to, claims for or by reason of any death or deaths of, or any physical injury or injuries to, any person or persons or damage to real or personal property of any kind whatsoever, whether the person(s) or property of the Developer Parties. The indemnification provided by the Developer Parties to the District Parties applies to all insurance policies of the Developer Parties, whether primary, excess or umbrella coverage is provided to the Developer Parties; and

ii) The District shall have the right to secure the 3665 Zone North Reservoir and 4125 Zone North Pumping Station at its sole discretion.

20) Effective Date. The effective date of this Agreement is the date that the Agreement is executed by the District's General Manager or its designee.

21) Confidentiality and Release of Information.

a) Through the term of this Agreement, a Party may furnish the other Party with information that the disclosing Party has independently determined to be confidential under Nevada law and that disclosing Party will label "Confidential Information". "Confidential Information" means confidential and proprietary information of the disclosing Party that is disclosed to the receiving Party which, in the case of written information, is marked "confidential" and which, in the case of information disclosed orally, is identified at the time of the disclosure as confidential and will be summarized and confirmed in writing as such by disclosing Party to the receiving Party within thirty (30) calendar days of the disclosure.

b) Confidential Information shall not include information that: (1) is now or subsequently becomes generally available to the public through no fault or breach of the receiving Party; (2) the receiving Party can demonstrate to have had rightfully in its possession prior to disclosure by the disclosing Party; (3) is independently developed by the receiving Party without the use of any Confidential Information; or (4) the receiving Party rightfully obtains from a third party who has the right to transfer or disclose it.

c) The Parties recognize the District's duties under the Nevada Public Records Act and do not, by this Agreement, intend to alter the District's duties thereunder or to require the District to do, or refrain from doing, anything contrary to the Nevada Public Records Act. The District's Office of General Counsel shall be permitted to make an independent determination as to whether any document or record marked "confidential" by the Developer is confidential or is a public record, pursuant to the Nevada Public Records Act. If the District's Office of General Counsel determines that any document or record supplied by Developer and marked "confidential" is determined to be a public record, the District may disclose that document or record to the extent required by the Nevada Public Records Act with prior notice to the Developer. Upon receipt of any request for the Developer's Confidential Information, this Agreement, or any part thereof, the District will promptly forward the request to the Developer and work with Developer in good faith to coordinate a response to the request and strive to prevent the disclosure of information considered confidential by the Nevada Public Records Act. The District shall not be required to expend funds in conjunction with working with the Developer regarding the disclosure.

d) Developer shall make public information releases relating to the Project only as provided for and in accordance with this Agreement. Any and all other public releases of information gathered, obtained, or produced during the performance of this Agreement must be specifically approved in writing by the District prior to release. Such information shall include, but is not limited to, all products, intellectual property, work product, ideas, data, reports, background materials, and any and all other materials belonging to the District. Such public releases of

information shall include, but are not limited to, publication in any book, newspaper, magazine, professional or academic journal, the Internet, radio, television, and presentations to professional, academic, and/or other groups or conferences. Developer's and Developer's engineer and/or contractor's use of Facility Information is governed in this Agreement's Data Privacy and Security section.

22) Use of Materials.

a) The District shall make available to Developer such materials from its files as may be required by Developer in connection with the design and construction of the Project. Such materials shall remain the property of the District while in Developer's possession.

b) Upon completion or termination of this Agreement, Developer shall turn over and ensure that its contractor returns to the District any property of the District in the possession or Developer or its designer [or its contractor] as applicable.

23) Records. Developer shall retain financial and other records related to this Agreement for six (6) years after the completion or termination of this Agreement and shall make available to the District for inspection, all books, records, documents, and other evidence directly pertinent to performance under this Agreement upon reasonable notice.

24) Assignment. Developer shall not assign or transfer its interest in this Agreement without the prior written consent of the District. If the Developer assigns or transfers without prior written consent, the assignment or transfer shall be void, and not merely voidable.

25) Severability. If any term of this Agreement is to any extent illegal, invalid, or unenforceable, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms of this Agreement shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Paragraph should materially and adversely affect the economic substance of the transactions contemplated in this Agreement, the Party adversely impacted shall be entitled to compensation for such adverse impact.

26) Non-Discriminatory Employee Practices and Equal Employment Opportunity. In connection to the subject matter of this Agreement:

a) Developer, its engineer, its contractor, and any subcontractor(s), who is responsible for the selection, referral, hiring, or assignment of workers in constructing the District Project, are required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, Title I of the Americans with Disabilities Act and all associated rules and regulations, including the Equal Employment Opportunity Commission regulations that prohibit discrimination based upon race, color, religion, sex, sexual orientation, age, or national origin.

b) Developer recognizes that if it, its contractor, or any subcontractor(s) working on the construction of the Project is found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, the District may declare Developer in breach of the Agreement, terminate the Agreement, and designate the Developer as non-responsible.

c) Developer shall require its contractor to make all necessary documentation as required to comply with the Acts referred to above and shall make such documentation immediately available to the District upon the District's request. Developer is solely liable for failure to comply with this provision.

27) No Joint Venture. Nothing herein shall be construed to imply a joint venture, an employer and employee relationship, or principal and agent relationship.

28) Applicable Law. Nevada law shall govern the interpretation of this Agreement, without reference to its choice of law provisions.

29) Interpretation. The Parties agree that neither Party shall be deemed the drafter of this Agreement and, in the event this Agreement is ever construed by a court of law or equity, such court shall not construe this Agreement or any provision hereof against either Party as drafter of this Agreement.

30) Venue. The Parties agree that venue for any dispute arising from the terms of this Agreement shall be Clark County, Nevada.

31) Fund out. This Agreement shall terminate and the District's obligations under it shall be extinguished at the end of any of the District's fiscal years (June 30th) in which the District's governing body fails to appropriate monies for the ensuing fiscal year sufficient for payment of all amounts which will then become due for the construction of the Project. Any property or easements transferred to the District pursuant to this Agreement will be returned or re-conveyed to the Developer following termination under this paragraph.

32) Attorney's Fees. In the event that any Party commences an action to enforce or interpret this Agreement, or for any other remedy based on or arising from this Agreement, the prevailing party therein shall be entitled to recover its reasonable attorneys' fees and costs incurred.

33) No Third-Party Rights. This Agreement is not intended by the Parties to create any right in or benefit to parties other than the District and Developer. This Agreement does not create any third-party beneficiary rights or causes of action.

34) Waiver. The failure of either Party to enforce at any time, or for any period of time, the provisions hereof shall not be construed as a waiver of such provisions or of the rights of such Party to enforce each and every such provision.

35) Authority to Execute. Each Party hereto warrants to the other that it, and its signatory hereunder, is duly authorized and empowered to execute this Agreement and to bind said Party to the terms of this Agreement.

36) Captions. The captions contained in this Agreement are for reference only and in no way to be construed as part of this Agreement.

37) Counterparts. This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which, when so executed, shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

38) Integration. This Agreement contains the entire understanding between the Parties relating to the transactions contemplated by this Agreement, notwithstanding any previous negotiations or agreements, oral or written, between the Parties with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, regarding the subject matter of this Agreement are merged in this Agreement and shall be of no further force or effect.

39) Notices. Any and all notices, demands or requests required or appropriate under this Agreement (including invoices) shall be given in writing and signed by a person with authorization to bind Developer or the District, either by personal delivery, via a scanned document sent via email, or by registered or certified mail, return receipt requested, addressed to the following addresses:

To Developer:	The Howard Hughes Company, LLC Attention: SVP< Summerlin MPC Residential 10845 Griffith Peak Drive, Suite 160 Las Vegas, NV 89135 brian.walsh@howardhughes.com
To District:	Las Vegas Valley Water District Attention: Doa Meade 1001 South Valley View Blvd., MS 610 Las Vegas, NV 89153 doa.meade@lvvwd.com

With copy to: Las Vegas Valley Water District
Attention: General Counsel
1001 South Valley View Blvd., MS 480
Las Vegas, NV 89153
generalcounsel@lvvwd.com

When notice is given by email transmission, it shall be deemed served upon receipt of confirmation of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next business day following the email transmission.

The Parties may designate a new contact person under this provision for notices or invoices or change the addresses or email addresses identified above by notifying the other Party in writing.

40) Amendment. This Agreement and its Exhibits contain the entire agreement between the Parties and this Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each Party.

41) Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties are intended to authenticate this writing and to have the same force and effect as manual signatures.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year last entered below.

The Howard Hughes Company, LLC	**Las Vegas Valley Water District**
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
_____	_____
Date	Date

EXHIBIT I

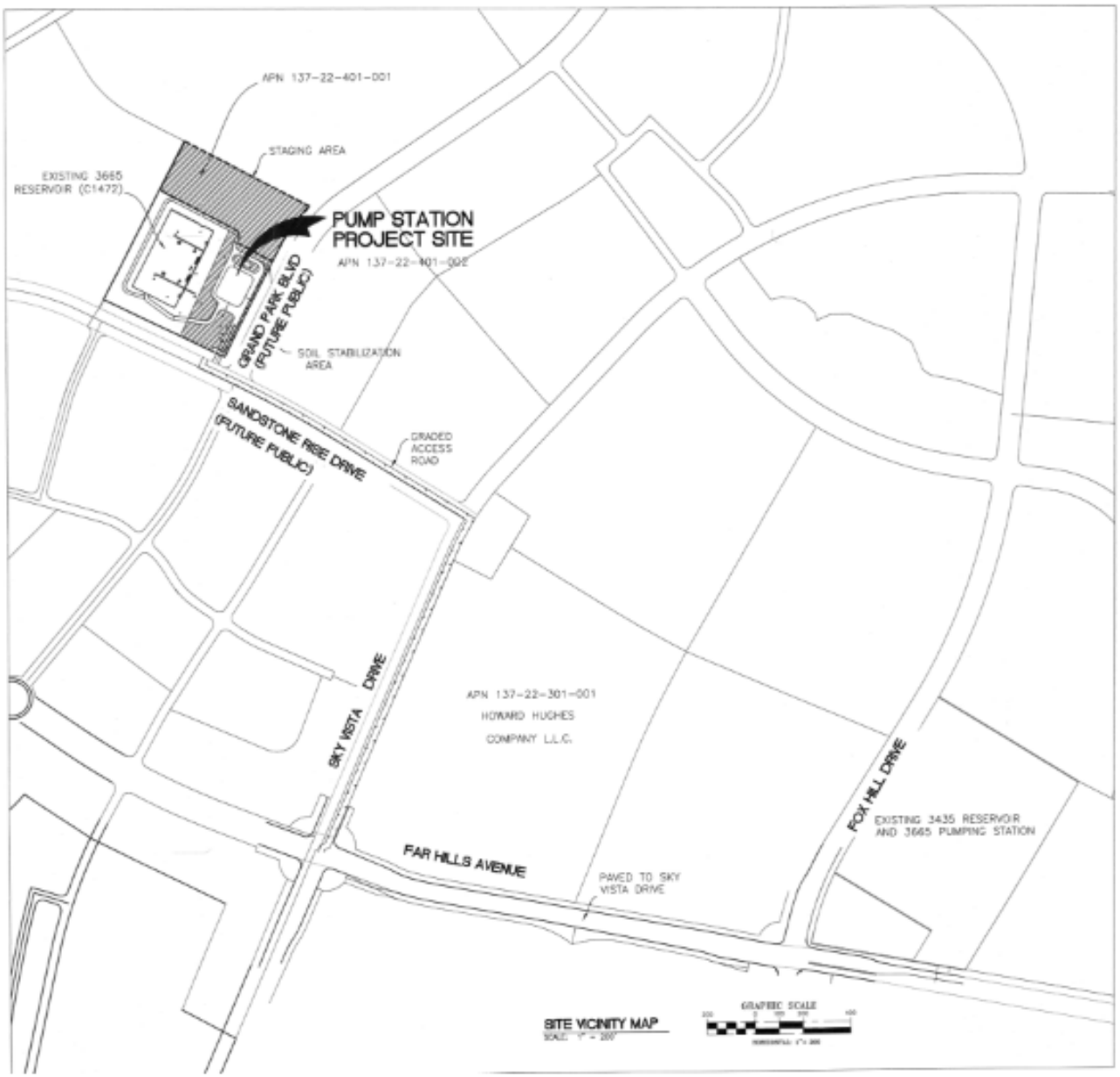

APN 137-22-401-001
STAGING AREA
EXISTING 3665
RESERVOIR (C1472)
PUMP STATION
PROJECT SITE
APN 137-22-401-002
GRAND PARK BLVD
(FUTURE PUBLIC)
SOIL STABILIZATION
AREA
SANDSTONE RISE DRIVE
(FUTURE PUBLIC)
GRADED
ACCESS
ROAD
SKY VISTA DRIVE
APN 137-22-301-001
HOWARD HUGHES
COMPANY L.L.C.
FOX HILL DRIVE
EXISTING 3435 RESERVOIR
AND 3665 PUMPING STATION
FAR HILLS AVENUE
PAVED TO SKY
VISTA DRIVE
SITE VICINITY MAP
GRAPHIC SCALE

EXHIBIT II

PROJECT MANAGEMENT INFORMATION SYSTEM TERMS OF USE

Due to the sensitive nature of information contained within the Project Management Information System (PMIS), the Las Vegas Valley Water District and Southern Nevada Water Authority ("Organization") require that all users (whether contractor, design professional, Organization employee, or other user) agree to the PMIS terms of use. By checking the "Accept" box, User agrees to be bound by and to bind its employees to the following terms of use ("Terms of Use").

1) Access to PMIS provided by the Organization is for authorized users and organizations only. To protect this software from unauthorized use and to ensure that the software functions properly, activities on PMIS and use of this application, related data, and/or related services (collectively "PMIS Services") are monitored and recorded and subject to audit.

2) User and its employees will abide by the typical use of protected applications/software, including but not limited to:

   a) Authorized users cannot give out their login information to another party.

   b) Authorized users shall notify the Organization within 2 business days of any changes in their employment to allow for an appropriate adjustment in their access privileges.

   c) Access to PMIS will be revoked upon completion of the Work, termination of the Agreement, or the individual user's separation from performing duties associated with the Work, whichever comes first.

   d) These PMIS Services are provided for the convenience of contractors and engineering firms. The Organization is not responsible for any issues created by a malfunction of these PMIS Services.

   e) User agrees to use PMIS for Work related content. The use of PMIS as a document management system to store unrelated documents or files is expressly prohibited.

   f) User agrees not to remove or modify any copyright or other intellectual property notices that appear in PMIS or associated PMIS Services.

3) User agrees not to use the PMIS Services in any way that is unlawful, or harms the Organization, its service providers, suppliers, or any other user. User agrees not to use the PMIS Services in any way that breaches any other policy or notice on the PMIS Services. The Organization's failure to act with respect to a breach by User or others does not waive its right to act with respect to subsequent or similar breaches.

4) NO WARRANTY. The Organization provides the PMIS Services "As Is," "With All Faults" and "As Available," and the entire risk as to satisfactory quality, performance, accuracy, and effort is with you, to the maximum extent permitted by applicable law. The Organization and its suppliers make no representations, warranties, or conditions, express or implied. The Organization and its suppliers expressly disclaim any and all warranties or conditions, express, statutory, and implied, including without limitation (A) warranties or conditions of merchantability, fitness for a particular purpose, workmanlike effort, accuracy, title, no encumbrances, no liens, and non-infringement, (B) warranties or conditions arising through course dealing or usage of trade, and (C) warranties or conditions of uninterrupted or error-free access or use.

5) LIABILITY LIMITATION; EXCLUSIVE REMEDY. In addition to applicable Nevada laws regarding sovereign immunity, in no event will the Organization or any supplier be liable for any damages, including without limitation any indirect, consequential, special, incidental, or punitive damages arising out of, based on, or resulting from these Terms of Use or User's use of the PMIS Services, even if such party has been advised of the possibility of such damages. The exclusion of damages under this paragraph is independent of the user's exclusive remedy and survives in the event such remedy fails of its essential purpose or is otherwise deemed unenforceable. These limitations and exclusions apply without regard to whether the damages arise from (A) breach of contract, (B) breach of warranty, (C) negligence, or (D) any other cause of action, to the extent such exclusion and limitations are not prohibited by applicable law. If User has any dispute or claim against the

Organization or its suppliers with respect to these Terms of Use or the PMIS Services, then User's sole and exclusive remedy is to discontinue using these PMIS Services.

6) The Organization reserves the right to change the Terms of Use and will provide notice of any change to User. Continued use of the PMIS Services after the effective date of such changes will constitute acceptance of and agreement to any such changes. The Organization may change, suspend, or discontinue the PMIS Services associated with PMIS at any time without notice to all or selected users. The Organization may assign these Terms of Use, in whole or in part, at any time with or without notice to User. User may not assign these Terms of Use, or assign, transfer or sublicense its rights, if any, in the PMIS Services.

7) These Terms of Use are governed by the laws of the State of Nevada, without giving effect to its conflict of laws provisions. User agrees to submit to exclusive jurisdiction and venue in the state and federal courts sitting in Clark County, Nevada for any and all disputes, claims and actions arising from or in connection with the PMIS Services and/or these Terms of Use.

8) If any part of these Terms of Use is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use will continue in effect.

9) Except as expressly stated herein, these Terms of Use constitute the entire agreement between the Organization and User with respect to the PMIS Services and supersede all prior or contemporaneous communications of any kind between the Organization and User with respect to the PMIS Services.

10) The PMIS Services are subject to the intellectual property rights of the Organization and to the Nevada Public Records Law.

EXHIBIT III

SYSTEM ACCESS SECURITY CHECKLIST

Contractor is required to complete the following checklist verifying the following minimum-security standards are met for use of Owner provided applications.

INFORMATION SECURITY CONCERN	YES	NO
1) All computing devices used to connect with Owner's systems are:		
a) Kept current with operating system patches	☐	☐
b) Kept current with software patches	☐	☐
c) Kept current with antivirus updates	☐	☐
d) Enabled with a host-based firewall	☐	☐
e) Accessing Owner's systems only from within US boundaries	☐	☐
2) Contractor maintains policies within their organization that cover:		
a) Acceptable Use of Technology Resources	☐	☐
b) Incident Response	☐	☐
c) Breach Notification	☐	☐
d) Account & Password Management	☐	☐
e) Session Management	☐	☐
f) User Cybersecurity Awareness Training	☐	☐
3) Contractor will notify Owner, within 24 hours, confirmation of:		
a) Termination of any authorized user	☐	☐
b) Loss of any device used to access Owner's system(s)	☐	☐
c) Breach of any Contractor system(s)	☐	☐
d) Breach of any vendor 3rd-Party service(s)/system(s)	☐	☐
e) Compromise of any Contractor account(s)	☐	☐

Any questions regarding this checklist should be directed to Ryan Pearson at ryan.pearson@lvvwd.com.

Please refer to the following page for additional information regarding these requirements.

CONTRACTOR INFORMATION:

Date	Signature of Authorized Representative
Legal Name of Company	Name and Title of Authorized Representative

Please review this supplemental information for guidance on the questions from page

1)

a) The operating systems (e.g. Windows/MacOS) must be updated within 90 days of the last version issued by the operating system manufacturer.

b) Installed software must be updated within 90 days of the last version issued by the software manufacturer.

c) Antivirus/Antimalware software must be installed and maintained with antivirus updates installed daily.

d) The PC or laptop must have a firewall installed, enabled, and configured to block unauthorized network traffic.

e) Access to Owner's system(s) from outside of United States boundaries must be authorized in advance and in writing.

2)

a) A policy for Acceptable Use of Technology Resources would include, but not be limited to: proper use of communication channels, internet use, restrictions against fraud and/or malicious activity, restrictions against circumventing security, data loss prevention, and authorized remote access.

b) An Incident Response Plan outlines the process of how a compromised system in Contractor's environment is addressed. It should follow a nationally recognized standard such as NIST.

c) A Breach Notification Plan outlines how, and how soon, Contractor will notify Owner when any system in Contractor's environment (or control) is compromised (regardless of data loss).

d) A policy for Account & Password Management outlines how Contractor manages user accounts within Owner's organization, from creation to deletion, along with password complexity rules and password reuse guidelines.

e) A Session Management policy outlines how long a computer, desktop application, or web application can remain idle before logging out a user. It also outlines requirements for screen locking when a device is unattended.

f) User Cybersecurity Awareness Training is an education program for staff within Contractor's organization. The program would address safe internet activity, safe email practices, how to respond to malware and other cyber security matters that affect Contractor's organization.

3)

a) Contractor is required to notify Owner within one business day regarding termination of any authorized user of Owner's system(s).

b) Contractor is required to notify Owner within one business day regarding loss of any device used to access Owner's system(s).

c) Contractor is required to notify Owner within one business day regarding verified breach of any systems in Contractor's environment or under Contractor's control.

d) Contractor is required to notify Owner within one business day regarding verified breach of any 3rd-Party service(s)/system(s) of Contractor's environment or under Contractor's control.

e) Contractor is required to notify Owner within one business day regarding compromise of any authorized user of Owner's system(s).

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

October 3, 2023

Subject:
Master Services Agreement

Petitioner:
Doa J. Ross, Deputy General Manager, Engineering

Recommendations:
That the Board of Directors approve and authorize the General Manager to sign a master services agreement between Fiserv Solutions, LLC, and the District to provide payment processing and electronic billing services for an initial three-year term and an option of two, one-year renewals in an annual amount not to exceed $6,000,000, and authorize annual year-over-year cost increases of up to 5 percent for the contract's duration.

Fiscal Impact:
Funds requested for current year expenditures are available in the District's Operating Budget. Funds for future year expenditures will be budgeted accordingly.

Background:
The District currently utilizes Fiserv Solutions, LLC (Fiserv), for all electronic payment processing and electronic billing services for customer accounts. The term of the existing agreement began on January 1, 2011, and will expire on December 31, 2023.

Approximately 72 percent of the District's 423,000 customers pay using Fiserv's electronic payment methods, including one-time electronic payments, autopay arrangements, and debit and credit card transactions. These payments account for an annual volume of more than $170,000,000, and this agreement provides for the payment of the fees associated with processing those transactions.

If approved, the attached Master Agreement (Agreement) provides for the District to continue electronic processing of customer payments through Fiserv. The initial term of the Agreement shall be for three years beginning January 1, 2024, and shall expire on December 31, 2026. Upon the expiration of the initial term, the District may, at its sole discretion, extend the Agreement for up to two one-year renewals. The annual year-over-year cost of the Agreement may increase up to 5 percent throughout the life of the Agreement. This percentage consists of additional costs that may be incurred due to a Fiserv rate increase, which is limited to the lesser of year-over-year increases in the Consumer Price Index or 3 percent, volume increases or both.

This Agreement is authorized pursuant to NRS 332.115.1(h) and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947, as amended. The office of the General Counsel has reviewed and approved the form of the Agreement.

JJE:DJR:JCD:DAD:CH:elm
Attachments: Disclosure, Agreement

AGENDA ITEM # 10

Las Vegas Valley Water District
Southern Nevada Water Authority
Springs Preserve™

LVVWD/SNWA/SSEA
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Publicly Traded Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	0
Corporate/Business EntityName:	Fiserv
Doing Business As:	
Street Address:	255 Fiserv Drive
City, State, and Zip Code	Brookfield, Wisconsin 53045
Website:	www.fiserv.com
Contact Name:	Nancie Naylor
Contact Email:	nancie.naylor@Fiserv.com
Telephone No:	(800) 872-7882
Fax No:	(262) 879-5013

BUSINESS ENTITY OWNERSHIP LIST

All entities, with the exception of *publicly-traded corporations* and *non-profit organizations*, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board of Directors. (*If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties).*

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Publicly-traded corporations and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

No Ownership More than Five Percent (5%) Statement (if applicable):

Listed Disclosures Below *(additional supplemental information may be attached, if necessary):*

Additional Supplemental Information to be Attached?	**Yes**
Number of Board members/Officers?	**19**
Number of Owners?	

Names, Titles and Percentage Owned:

Full Name	**Title**	**% Owned** (Not required for Publicly Traded Corporations/Non-profit organizations)

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

Business Owner/Principal relationships to any Employee and/or Official of LVVWD, SNWA or SSEA must be listed whether that relationship is by blood "Consanguinity" or by marriage "Affinity". "Degree of consanguinity", first or second, of *blood* relatives is as follows:

Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)

Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

A. Do any business/corporate entity members, partners, owners or principals have a spouse, registered domestic partner,child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)? **No**

B. Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity? **No**

Disclosure of Employee Relationship/Ownership/Involvement: *(List any disclosures below)*

Category A/B	Business Owner/Principal Name	LVVWD/SNWA/SSEA Employee/Official and Job Title	Business Owner/Official Relationship to LVVWD/SNWA/SSEA Employee/Official	LVVWD/SNWA/SSEA Employee's/Official's Department

Business Entity Authorized Signature:

By providing an electronic signature in the indicated area below*, the signatory acknowledged and agreed to sign documents and contracts electronically and to receive by electronic delivery documents, contracts, notices, communications, and legally-required disclosures. Signatory also* certified, under penalty of perjury, that all of the information provided herein is current, complete, and accurate and that signatory is authorized to sign. Signatory also understands that the LVVWD/SNWA/SSEA Board of Directors will not take action on any item without the completed disclosure form.

Signer Name:	Heather SommersNancie Naylor
Signer Title:	Content ManagerClient Executive IV
Signer Email:	heathersommers.merced@fiserv.comnancie.naylor@fiserv.com
Signed Date:	8/17/2023
E-signed Acknowledgement:	Yes

LVVWD/SNWA/SSEA Review

This section to be completed and signed by the LVVWD/SNWA/SSEA Authorized ***Department*** Representative.

Y ***No*** Disclosure or Relationship is noted above or the section is not applicable.

_Disclosure or Relationship ***IS*** noted above (complete the following):

_– Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection processfor this item?

_– Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business inperformance of the contract?

Additional Comments or Notes:

By signing below, I confirm that I have reviewed this disclosure form and that it is complete and correct to the best of my knowledge.

	Hale, Corinna	
Hale, Corinna	Purchasing Supervisor	8/21/2023
Signature	Print Name/Title	Date

MASTER AGREEMENT

MASTER AGREEMENT ("**Agreement**") dated as of January 1, 2024 ("**Effective Date**") between Fiserv Solutions, LLC, a Wisconsin limited liability company with offices located 2900 Westside Parkway, Alpharetta, GA 30004 ("**Fiserv**"), and Las Vegas Valley Water District, a governmental subdivision of the State of Nevada and a quasi-municipal corporation created by a special act of the Nevada Legislature, with its principal place of business located at 1001 S. Valley View Boulevard, Las Vegas, NV 89153, Federal Tax ID # 88-6000363 ("**Client**").

Fiserv and Client hereby agree as follows:

1. Deliverables.

   (a) General. Fiserv, itself and through its Affiliates (as defined herein), agrees to provide to Client, and Client agrees to obtain from Fiserv, the services (including without limitation implementation, conversion, operational and technical support, development, professional, consulting, and training services) ("**Services**") and products ("**Products**") (collectively, "**Deliverables**") described in the attached Exhibits, subject to the terms set forth in this Agreement and in the applicable Exhibit. Client will provide all reasonably requested or reasonably necessary cooperation, information and assistance in connection with provision of the Deliverables (which may include access to Client facilities, systems, personnel and equipment and designation of personnel for training). "**Affiliate**" means an entity that controls, is controlled by, or is under common control with a party, where "control" means the direct or indirect ownership of more than 50% of the voting securities of such entity or party. Each Exhibit will be deemed to incorporate all of the terms of this Agreement. Use of the term "Exhibit" throughout this Agreement shall include any Schedules attached to such Exhibit. Exhibits and Schedules attached as of the Effective Date are listed below. All Exhibits adopted after the execution of this Agreement will require the signature of each Party by an authorized signatory of the Parties.

      - BillMatrix® Services Schedule to ASP Services Exhibit
      - eBill Distribution Services Schedule to ASP Services Exhibit
      - Walk-In Services Schedule to ASP Services Exhibit

   (b) Additional Entities and Deliverables. The parties or their Affiliates may add Deliverables to this Agreement by executing a Change Order, as described in Sub-Section 1(c) of this Agreement. When Deliverables are received by a Client Affiliate or provided by a Fiserv Affiliate under an Exhibit, then for the purposes of that Exhibit, references to "Client" or "Fiserv" in this Agreement or its Exhibits will be deemed to include the applicable Client Affiliate or Fiserv Affiliate. An Affiliate's execution of an amendment to receive or provide Deliverables hereunder shall constitute such Affiliate's agreement to be bound by the terms of this Agreement. The addition of Affiliates and/or Deliverables will be added by way of an amendment requiring the signature of both Parties.

   (c) Change Orders.

      (i) Services Scope: Consistent with this Subsection 1(c), the Parties may modify the Agreement and Exhibits through an amendment, which may be identified as a "Change Order" or as an amendment to the Agreement.

      (ii) Initiation and Approval: Either Fiserv or Client may propose a Change Order by providing a written request detailing the proposed changes, the reasons for such changes, and any impact on timelines and pricing. The receiving party shall review and respond to the proposed Change Order, at their sole and absolute discretion, within ten (10) business days of receipt. No Change Order shall be binding unless mutually agreed upon in writing and signed by authorized representatives of both Parties.

(iii) Financial Impact and Deliverable Timelines: Any changes to the pricing or timelines of Deliverables as a result of the Change Order shall be explicitly stated in the Change Order itself.

2. Fees for Deliverables.

(a) General. Client agrees to pay Fiserv: (i) fees for Deliverables as specified in the Exhibits, (ii) out-of-pocket and other additional charges pursuant to Section 2(c) as approved by Client in writing, , and (iii) Fiserv's deconversion charges set forth in Section 7(i) of the ASP Services Exhibit in connection with Client's deconversion from the applicable Deliverables, or if deconversion charges are not set forth for an applicable Deliverable, then such deconversion charges which will be mutually agreed to and detailed in a deconversion statement of work signed by both Parties. Unless otherwise set forth in an Exhibit, Fiserv's fees, rates and charges listed in an Exhibit may be increased annually effective each January 1 upon 30 days' notice to Client; each such increase shall be limited to the increase in the U.S. Department of Labor, Consumer Price Index for All Urban Consumers ("**CPI**") for the most recently available 12-month period preceding such 30-day notice period, or 3%, whichever is the lesser.

(b) Multi Product Discount. During the Term and so long as Client maintains the BillMatrix Service, eBill Distribution Service, and Walk-In Service, as further defined under each of the relevant Schedules attached to this Agreement, a $3,000.00 monthly credit will be applied to Client's eBill invoice.

(c) Additional Charges. Client shall pay travel and living expenses and other out-of-pocket expenses reasonably incurred by Fiserv in connection with the Deliverables. As applicable, such out-of-pocket expenses shall be incurred in accordance with the Las Vegas Valley Water District Travel Expense Reimbursement Policy, which has been provided to Fiserv (and which is subject to change from time to time).

(d) Taxes. Client represents and warrants that it has provided Fiserv with a tax exemption certificate acceptable to the taxing authorities in lieu of paying taxes. Client shall be responsible for any fines, penalties, taxes and other charges, including expenses incurred by Fiserv due to Client's submission of invalid information.

(e) Intentionally omitted.

(f) Payment Terms. Invoices are due and payable upon Client's receipt of such invoice. Client shall pay Fiserv through the Automated Clearing House unless otherwise set forth in the Exhibits. If any invoiced amounts remain unpaid 30 days after Client's receipt of invoice, Client shall pay a monthly late charge based on the unpaid amounts equal to 1.0%. Client shall neither make nor assert any right of deduction or set-off from amounts invoiced.

3. Confidentiality and Ownership. The provisions of this Section 3 survive any termination or expiration of this Agreement.

(a) Definitions.

(i) "**Information**" means the following types of information obtained or accessed by or on behalf of a party to this Agreement or its Affiliates ("**Recipient**") from or on behalf of the other party or its Affiliates ("**Discloser**") in connection with this Agreement or any discussions between the parties regarding new services or products to be added to this Agreement: (A) trade secrets and proprietary information (including that of any client, supplier or licensor); (B) customer lists, client lists, business plans, information security plans, business continuity plans, and proprietary software programs; (C) any personally identifiable information ("**PII**"), defined as information that can be identified to a particular person without unreasonable effort, such as the names and social security numbers of Client's individual customers or either party's employees; (D) any other information received from or on behalf of Discloser that is marked confidential or that Recipient could reasonably be expected to know is confidential; and (E) "Client Information" and "Fiserv Information". "Information" does not include any information that: (1) Recipient already possesses without obligation of confidentiality, develops

independently without reference to Discloser's Information, or rightfully receives without obligation of confidentiality from a third party; (2) is or becomes publicly available without Recipient's breach of this Agreement; or (3) is a public record pursuant to Nevada's Public Records Act.

(ii) "**Client Information**" means Information for which the Discloser is Client.

(iii) "**Fiserv Information**" means Information for which the Discloser is Fiserv, and specifically includes all information and documentation regarding the Deliverables, all software Products (including software modifications and documentation, databases, training aids, and all data, code, techniques, algorithms, methods, logic, architecture, and designs embodied or incorporated therein), and the terms and conditions of this Agreement.

(b) Obligations. Recipient will use the same care and discretion to prevent unauthorized disclosure of Information as it uses with its own similar information that it does not wish disclosed, but in no event less than a reasonable standard of care and no less than is required by law. Recipient may only use Information for the lawful purposes contemplated by this Agreement, including in the case of Fiserv use of Client Information for fulfilling its obligations under this Agreement, performing, improving and enhancing the Deliverables, analyzing Client's use and adoption of the Deliverable, and developing data analytics models to produce analytics-based offerings. Client agrees that prior to providing Fiserv access to any PII, Client shall ensure that any necessary consent has been obtained that is required by law or regulation for Fiserv to access and use the PII pursuant to the terms set forth in this Agreement. Fiserv specifically agrees not to use or disclose any "non-public personal information" about Client's customers in any manner prohibited by Title V of the Gramm-Leach-Bliley Act or the regulations issued thereunder ("**GLB**"), as applicable to Fiserv. Recipient may disclose Information to: (i) its employees and employees of permitted subcontractors and Affiliates who have a need to know; (ii) its attorneys and accountants as necessary in the ordinary course of its business; (iii) any other person with Discloser's prior written consent; and (iv) as required by law to be disclosed pursuant to the Nevada Public Records Act. Excepting Section 3(b)(iv) above, before disclosure to any of the above persons, Recipient will have a written agreement with (or in the case of clause (ii) a professional obligation of confidentiality from) such person sufficient to require that person to treat Information in accordance with the requirements of this Agreement, and Recipient will remain responsible for any breach of this Section 3 by any of the above persons. Fiserv as Recipient may also disclose Client Information to third party vendors designated by Client. Recipient may disclose Information to the extent required by law or legal process, provided that: (A) Recipient gives Discloser prompt notice, if legally permissible, so that Discloser may seek a protective order; (B) to the extent permitted under the Nevada Public Records Act, Recipient reasonably cooperates with Discloser (at Discloser's expense) in seeking such protective order; and (C) to the extent permitted by law, all Information shall remain subject to the terms of this Agreement in the event of such disclosure. Information will be returned to Discloser or destroyed (except as may be contained in back-up files created in the ordinary course of business that are recycled in the ordinary course of business over an approximate 30- to 90-day period or such longer period as required by applicable law) in a manner as mutually agreed to by the parties, at the termination or expiration of this Agreement or the applicable Exhibit and, upon Discloser's request, Recipient will certify to Discloser in writing that it has complied with the requirements of this sentence. Recipient acknowledges that any breach of this Section 3 may cause irreparable harm to Discloser for which monetary damages alone may be insufficient, and Recipient therefore acknowledges that Discloser shall have the right to seek injunctive or other equitable relief against such breach or threatened breach, in addition to all other remedies available to it at law or otherwise.

(c) Ownership. All Deliverables, including all modifications, enhancements, additions, or upgrades thereto reports, studies, object and source code as well as flow charts, diagrams, specifications, and other tangible or intangible material, including development of any data analytics or usage models, created by Fiserv through or as a result of or related to any of the Deliverables hereunder (collectively, "**Works**"), and all patents, copyrights, and other proprietary rights related to such Works, shall be the sole and exclusive property of Fiserv, its Affiliates or their third party providers. Nothing in the Agreement shall convey to Client any title to or ownership of any Deliverables or Works. Client hereby irrevocably assigns and transfers to Fiserv, its Affiliates or their third party

providers all rights, title, and interest in any such Works. Client may use any Works provided to or rightfully accessed by Client solely as necessary to use the Deliverables in accordance with the applicable terms and conditions of this Agreement, except as otherwise set forth in an Exhibit. All Client Information, which may include other product or software solutions, or any Client generated reports and materials separate and apart from the Deliverables provided by Fiserv, shall remain the sole and exclusive property of Client.

(d) Restrictions. Without limiting any other obligation set forth in this Section 3, Client shall not use, transfer, distribute, interface, integrate, or dispose of any information or content contained in Deliverables in any manner other than as specifically authorized in this Agreement. Except as expressly authorized in an Exhibit, Client shall not: (i) directly use the Deliverables to provide services to third parties; or (ii) reproduce, republish or offer any part of the Deliverables (or compilations based on any part of the Deliverables) for sale or distribution in any form over or through any medium. The restrictions set forth in this and the preceding paragraph shall not apply to any software component governed by a non-Fiserv license whose terms preclude these restrictions. Notwithstanding the foregoing, Client may share Deliverables with third party professional consultants including but not limited to licensed auditors or Attorneys, provided that such disclosure by Client shall at all times be in accordance with the obligations specified in this Section 3.

4. Information Security.

(a) General. Fiserv has implemented and shall maintain an information security program that follows generally accepted system security principles embodied in the ISO 27001 standard designed to protect the customer information as appropriate to the nature and scope of the Deliverables provided and is designed to meet the following objectives: (i) protect the security and confidentiality of customer information (as defined in Interagency Guidelines Establishing Information Security Standards (the "**Interagency Guidelines**")); (ii) protect against any anticipated threats or hazards to the security or integrity of such information; (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer; and (iv) ensure the proper disposal of "consumer information" (as defined in the Interagency Guidelines). Upon Client's written request, Fiserv shall allow Client to review any associated audit reports, summaries of test results or equivalent measures taken by Fiserv to assess whether its information security program meets the foregoing objectives, to the extent and on the same terms such information is made generally available to Fiserv's other clients. Fiserv agrees to comply in all material respects with applicable requirements of consumer data protection laws, including the Payment Card Industry Data Security Standard ("**PCI-DSS**") to the extent Fiserv stores, processes or transmits "cardholder data" or "sensitive authentication data" (as defined in PCI-DSS) on behalf of Client in connection with the Services or to the extent the Services impact the security of Client's cardholder data environment. In accordance with Fiserv's incident management and response program, Fiserv shall promptly investigate security events impacting the Services and, where appropriate, provide prompt notification and updates to Client regarding such events. Fiserv shall also take appropriate actions to address incidents of unauthorized access to Client's "sensitive customer information" (as defined in the Interagency Guidelines), including notification to Client as soon as possible of any such incident. As required by an applicable industry security organization (e.g. PCI-SSC) or the applicable regulatory agency having jurisdiction over Client, Fiserv may disclose information regarding any such incident to such organization and such agency.

(b) Fiserv Plan. Within 30 days of Client's written request, Fiserv shall provide to Client a summary of Fiserv's written information security plan for the applicable Services received by Client, and thereafter upon Client's request will provide updates on the status of such information security plan.

(c) Data Encryption. Client agrees to implement and maintain non-deprecated industry standard encryption protocols that follow open standards and use appropriate key sizes and algorithms (i.e., AES 128, AES 256, or subsequent standard) not known to be vulnerable to attack, for the purpose of ensuring confidentiality and integrity of sensitive data, regarding transmission to and from Fiserv of all Client Files, as well as at rest. If Client requests or requires Fiserv to send, transmit, or otherwise deliver data to Client or any third party in a non-compliant format or manner, or Client (or third party on Client's behalf) sends, transmits or otherwise delivers data to Fiserv in a non-

compliant format or manner, then, notwithstanding any other provision of this Agreement: (i) Client understands and accepts all risk of transmitting data in an unencrypted or otherwise noncompliant format; and (ii) Client shall be responsible for any and all liability, damage or other loss suffered by or through Client arising out of the transmission, destruction or loss of data, including without limitation any information security or privacy breach related to such Data.

(d) Examination of Client Information. Client Information may be subject to examination by such federal, state, or other governmental regulatory agencies as may have jurisdiction over Client's business to the same extent as such records would be subject if maintained by Client on its own premises. Client agrees that Fiserv may provide Client Information and/or reports or summaries of Client Information when formally requested to do so by a regulatory or government agency where such disclosure is required by law. Fiserv reserves the right to charge Client at Fiserv's then-current rates for any assistance provided in response to regulatory requests, government agency requests, and legal process requests made to Fiserv at the written request of Client such as subpoena or search warrant, in each case to the extent related to Client and/or Client Information, whether issued during or after the term of this Agreement.

(e) In the event Fiserv has determined that unauthorized access, use, or disclosure of "sensitive customer information" (as defined in GLB) has occurred while such information is in Fiserv or its representatives' possession or under Fiserv or its representatives' control in connection with this Agreement (each a "**Security Breach**"), Fiserv shall, to the extent permitted by applicable law and regulation:

(i) Notify Client of any confirmed Security Breach as soon as practicable, but no later than forty-eight (48) hours after Fiserv becomes aware of it, by telephone at the following number: 702-258-3889 and by email to databreachnotice@lvvwd.com, with a copy by email to the Client's contacts listed in the Notices Section;

(ii) provide Client with information relating to the nature and scope of the Security Breach, and coordinate and fully cooperate with the Client in the Client's handling of the matter;

(iii) Use its best efforts to immediately contain and remedy any confirmed Security Breach and prevent any further Security Breach;

(iv) Maintain and preserve all documents, records, and other data related to any confirmed Security Breach; and

(v) To the extent a Security Breach is caused by Fiserv not fulfilling its obligations under this Agreement, reimburse the Client for Client's reasonable out of pocket costs for legally required notice or remediation.

5. Infringement Claims.

(a) Fiserv shall, at its expense, defend Client against any third party claim or action specifically alleging that a Deliverable or Work as provided by Fiserv under an Exhibit infringes a United States patent, copyright, trademark, or other proprietary right of such third party ("**Infringement Claim**") and shall pay all amounts payable by Client that are specifically attributable to the Infringement Claim under any final, non-appealable judgment, verdict, or court order entered by a court of competent jurisdiction or monetary settlement agreed in writing by Fiserv in respect of any Infringement Claim, provided that Client: (i) promptly notifies Fiserv in writing of such Infringement Claim within 10 days of becoming aware of the Infringement Claim; (ii) promptly grants Fiserv the sole right to control the defense and disposition of such Infringement Claim, where such control includes the right to choose legal counsel and negotiate any settlement that does not result in non-monetary obligations to Client other than termination of use of the applicable Deliverable under 5(b)(ii) below; and (iii) provides Fiserv with reasonable and prompt cooperation and assistance in the defense and disposition of such Infringement Claim.

(b) In resolution of an Infringement Claim, Fiserv, at its sole expense, may: (i) either (A) procure for Client the right to continue to use the Deliverable, as applicable, or (B) provide a replacement or modification for the Deliverable, as applicable, so as to avoid infringement; or (ii) if neither option

under (i) above is reasonably practical in Fiserv's sole opinion, Fiserv may, upon written notice to Client, stop providing the applicable Deliverable and terminate the applicable Schedule (or part thereof) and Client's use of the Deliverable, and references to such Deliverable (and any fees in connection therewith) shall automatically be removed from this Agreement. Solely with respect to such termination and prepaid, one-time license fees for a terminated Deliverable, Fiserv shall pay to Client a pro rata refund of the prepaid, one-time license fees paid by Client for the infringing Deliverable or portion thereof.

(c) Notwithstanding the foregoing, Fiserv shall have no liability for any Infringement Claim (or any other claim or action) to the extent based upon or arising from: (i) use of any part of a Deliverable in combination with materials or software not provided by Fiserv (except as expressly specified in this Agreement or approved by Fiserv); (ii) modifications to any Deliverable made by Client or any third party; (iii) use of other than the current release or version of any Deliverable if infringement would have been avoided by use of such current release; (iv) use of any part of any Deliverable other than for its intended use and otherwise in accordance with the applicable documentation and the terms of this Agreement; (v) Deliverables created or provided based on Fiserv's adherence to Client's technical specifications or instructions, or Fiserv's use of any materials provided by Client in connection with any Deliverables, to the extent the alleged infringement arose from such Client-provided specifications, instructions and/or materials.

(d) THE OBLIGATIONS SET FORTH IN THIS SECTION 5 ARE FISERV'S ENTIRE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT CLAIM AND CLIENT HEREBY EXPRESSLY WAIVES ANY OTHER LIABILITY ON THE PART OF FISERV ARISING THEREFROM.

6. Warranties.

(a) By Fiserv. Fiserv warrants that: (i) no contractual obligations exist that would prevent Fiserv from entering into this Agreement; (ii) it has the requisite authority to execute, deliver, and perform its obligations under this Agreement; (iii) it complies with all laws and regulations directly and unambiguously applicable to Fiserv in the performance of its obligations as a technology solutions provider under this Agreement; and (iv) Fiserv warrants and represents that all Services and Products to be provided the Client under this Agreement will be performed in a good and workmanlike manner in accordance with generally accepted standards and practices in the Fiserv's industry, and, in all material respects, with the terms, conditions, and covenants of the Agreement, and all applicable Federal, State and local laws, rules or regulations, in each case, to the extent the same are applicable to Fiserv in its performance of its obligations hereunder.

(b) By Client. Client warrants that: (i) no contractual obligations exist that would prevent Client from entering into this Agreement; (ii) it has the requisite authority to execute, deliver, and perform its obligations under this Agreement; (iii) it will comply with all laws and regulations that are directly and unambiguously applicable to Client's receipt and use of Deliverables under this Agreement; and (iv) it will comply with all laws and regulations applicable to Client, as relevant to the Deliverables.

(c) THE WARRANTIES STATED ABOVE AND IN THE EXHIBITS, IF ANY, ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY THE PARTIES. FISERV DOES NOT REPRESENT THAT THE DELIVERABLES MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT POSSIBLE AND WITH THE INFORMATION AVAILABLE AS OF THE EFFECTIVE DATE, CLIENT ACKNOWLEDGES THAT IT HAS INDEPENDENTLY EVALUATED THE DELIVERABLES AND THEIR APPLICATION TO CLIENT'S NEEDS. FISERV DISCLAIMS, AND CLIENT HEREBY EXPRESSLY WAIVES, ALL OTHER REPRESENTATIONS, CONDITIONS, AND WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND ANY ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE. CLIENT MAY NOT MAKE ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ON BEHALF OF FISERV, ITS AFFILIATES OR THEIR RESPECTIVE THIRD PARTY PROVIDERS OR LICENSORS TO ANY

AUTHORIZED USER OR ANY OTHER PARTY IN CONNECTION WITH THE DELIVERABLES WITHOUT FISERV'S EXPRESS PRIOR WRITTEN CONSENT.

7. Limitation of Liability.

(a) EXCEPT FOR DAMAGES CAUSED OR LIABILITY INCURRED BY CLIENT'S MISUSE OF FISERV'S INTELLECTUAL PROPERTY; IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOSS OF GOODWILL, PROFIT, REPUTATION, OR BUSINESS, OR FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR TORT DAMAGES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM ARISES IN TORT, CONTRACT, OR OTHERWISE. EXCEPT FOR CLAIMS RELATED TO PROPRIETARY RIGHTS OR OBLIGATIONS TO PAY AMOUNTS DUE OR OWING, NEITHER PARTY MAY ASSERT ANY CLAIM AGAINST THE OTHER RELATED TO THIS AGREEMENT AFTER THE APPLICABLE STATUTE OF LIMITATIONS. FISERV'S AGGREGATE LIABILITY TO CLIENT AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS AND OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL FEES PAID BY CLIENT TO FISERV UNDER THE SCHEDULE RESULTING IN SUCH LIABILITY IN THE 12 MONTH PERIOD PRECEDING THE DATE THE LAST CLAIM ACCRUED.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, FOR ALL CLAIMS AND OBLIGATIONS RELATING TO ANY BREACHES OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS, INCLUDING, BUT NOT LIMITED TO, COPYRIGHT, TRADEMARK, AND PATENT INFRINGEMENTS; THE USE OR DISCLOSURE OF THE OTHER PARTY'S CONFIDENTIAL INFORMATION IN VIOLATION OF THE OBLIGATIONS SET FORTH IN SECTION 3 (CONFIDENTIALITY AND OWNERSHIP; ANY INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5 (INFRINGEMENT CLAIMS); DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT; LIABILITY ARISING OUT OF BODILY INJURY, DEATH, OR PHYSICAL DAMAGE TO PROPERTY ATTRIBUTABLE TO THE ACTIONS OR OMISSIONS OF A PARTY; ANY BREACH OF CLAUSES OR OBLIGATIONS PERTAINING TO DATA PROTECTION, PRIVACY, AND THE HANDLING OF PERSONAL DATA IN VIOLATION OF THE OBLIGATIONS SET FORTH IN SECTION 4 (INFORMATION SECURITY); OR ANY LIABILITY ARISING FROM FRAUD OR FRAUDULENT MISREPRESENTATION (collectively, the "**HIGHER LIMIT CLAIMS**"), THE DAMAGES SHALL BE LIMITED TO THE TOTAL FEES PAID BY CLIENT TO FISERV UNDER THE SCHEDULE RESULTING IN SUCH LIABILITY IN THE 24 MONTH PERIOD PRECEDING THE DATE THE LAST CLAIM ACCRUED.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR ANY HIGHER LIMIT CLAIMS, CLAIMS AND OBLIGATIONS RELATING TO THIS AGREEMENT THAT ACCRUE WITHIN THE FIRST 12 MONTH PERIOD FOLLOWING THE EFFECTIVE DATE SHALL BE LIMITED TO THE TOTAL FEES PAID BY CLIENT TO FISERV UNDER THE SCHEDULE AND PRORATED OVER A 12 MONTH PERIOD; ANY CLAIMS AND OBLIGATIONS THAT ARE HIGHER LIMIT CLAIMS AND THAT ACCRUE WITHIN THE FIRST 12 MONTH PERIOD FOLLOWING THE EFFECTIVE DATE SHALL BE LIMITED TO THE TOTAL FEES PAID BY CLIENT TO FISERV UNDER THE SCHEDULE AND PRORATED OVER A 24 MONTH PERIOD.

8. Term and Termination.

(a) Term. This Agreement shall be effective on the Effective Date and shall remain in effect until the term of all outstanding Exhibits (including any holdover period) has expired or such Exhibits have terminated, unless otherwise terminated as provided herein. The term for Deliverables may be set forth in the applicable Exhibit. An Exhibit that does not state a term will be effective from its last date of execution until terminated in accordance with this Agreement or the Exhibit.

(b) Termination. In addition to termination rights set forth in any Exhibit:

(i) Either party may, upon written notice to the other, terminate any Schedule if the other party materially breaches its obligations under that Schedule or under this Agreement with respect to that Schedule and the breaching party fails to cure such material breach within 90 days

following its receipt of written notice stating, with particularity and in reasonable detail, the nature of the claimed breach.

(ii) If any invoice remains unpaid by Client 30 days after due, and Client fails to cure such payment failure within 30 days following its receipt of written notice from Fiserv, Fiserv may terminate: (A) the Schedule and/or Client's access to and use of Deliverables to which the payment failure relates; or (B) this Agreement including all Schedules if the unpaid amounts constitute a material portion of annual charges due under this Agreement.

(c) Remedies. Remedies contained in this Section 8 are cumulative and are in addition to the other rights and remedies available to Fiserv under this Agreement, by law or otherwise.

(d) Assumptions. Fees set forth in the Exhibits are based on completion of the initial term of all Deliverables. If Deliverables are reduced or terminated for any reason other than by Client under Section 8(b)(i) above, or if Client renegotiates pricing before expiration of the initial term, Client shall reimburse Fiserv for all credits, rebates, discounts and incentives granted with respect to all Deliverables. Any such credits, rebates, discounts and incentives will no longer be granted through the remainder of the term for any continuing Deliverables.

9. Termination Assistance.

(a) Commencing upon any notice of termination of this Agreement by either Party (other than termination by breach under 8(b)(i) or 8(b)(ii), and for a maximum period of 12 months thereafter (or as otherwise agreed upon in any applicable Exhibit), Fiserv will, upon Client's request, continue to provide the Deliverables, which were provided by Fiserv prior to such expiration or termination (at the same fees that Client was paying prior to the notice of termination of the Agreement), and any new services requested by Client that may be required to facilitate the orderly transfer of the Deliverables to Client or a third party service provider, as applicable (collectively "Termination Assistance").

(b) Fiserv will provide to Client: (i) in writing, all applicable requirements, standards and documentation relating to Client or the transition of the Deliverables; (ii) all Client Information, in a format mutually agreed to by the parties; and (iii) any other information, including data dictionaries, that Client deems necessary to use the Client Information or convert the Customer Information for use on another system.

(c) The Deliverables in this Section 9 will be provided to Client at no additional cost other than the Deconversion Charges specifically provided in this Agreement or the ASP Services Exhibit. If Client requests any additional services other than those listed above, the fees for those services will be negotiated between the parties and subject to a separate SOW.

10. Non-exclusivity. Nothing contained herein shall preclude Client from providing or otherwise obtaining services or creating deliverables, either directly or indirectly, regardless of their similarity to the Services or Deliverables to be provided hereunder.

11. Dispute Resolution. Before initiating legal action against the other party relating to a dispute herein, the parties agree to work in good faith to resolve disputes and claims arising out of this Agreement. To this end, either party may request that each party designate an officer or other management employee with authority to bind such party to meet to resolve the dispute or claim. If the dispute is not resolved within 30 days of the commencement of informal efforts under this paragraph, either party may pursue formal legal action. This paragraph will not apply if expiration of the applicable time for bringing an action is imminent and will not prohibit a party from pursuing injunctive or other equitable relief to which it may be entitled.

12. Audit.

(a) Fiserv Operations and Security. Client acknowledges and agrees that Fiserv is subject to certain examinations by the Federal Financial Institutions Examination Council ("**FFIEC**") regulators and agencies. Client acknowledges and agrees that reports of such examination of Fiserv business units are available to Client directly from the relevant FFIEC agencies. Fiserv employs an internal auditor responsible for reviewing the integrity of its processing environments and internal controls. If Client desires information regarding Fiserv's response to relevant regulations, supervisory

guidance or other notices published by any of the federal banking agencies, Client shall direct such inquiries to the applicable Fiserv account executive.

(b) Billing Records. Upon Client's reasonable request in writing no more frequently than once every 12 months, Fiserv shall provide Client with documentation supporting the amounts invoiced by Fiserv hereunder for the 12-month period preceding such Client request. If such documentation reveals the amounts paid to Fiserv exceed the amounts to which Fiserv is entitled and such amounts are independently verified, Fiserv shall promptly remit or otherwise credit to Client the amount of such overpayment. Conversely, if such documentation reveals the amounts paid to Fiserv are less than the amounts owed, Client shall promptly remit the amount of such underpayment to Fiserv. Invoices dated prior to the 12-month review period hereunder shall be deemed correct. Fiserv reserves the right to charge Client for any assistance required in connection with an audit at Fiserv's then-current rates.

13. Hiring and Employment.

(a) Background Checks. Neither party shall knowingly permit any of its employees to have access to the premises, records or data of the other party when such employee: (i) uses drugs illegally; or (ii) has been convicted of a crime in connection with a dishonest act or a breach of trust, as set forth in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. 1829(a) (a "**Conviction**"). Consistent with Fiserv's employment practices, newly hired Fiserv employees are required to pass both a pre-employment criminal background check and pre-employment drug screening, as permitted by law, and Fiserv periodically confirms that employees have not acquired any Convictions subsequent to hiring. Upon Client's reasonable request and at Client's expense, Fiserv may perform more frequent confirmation checks or utilize additional reasonable background checking criteria for those of Fiserv's employees who will have access to Client facilities or Client's networks and computer systems located at Client facilities. The results of all such background checks shall be retained solely by Fiserv or the third party performing such screening on behalf of Fiserv.

(b) Equal Employment. Fiserv agrees that it shall abide by the requirements of Presidential Executive Order 11246, appearing at 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a), and as amended by the Executive Order dated July 21, 2014. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

(c) Recruitment of Employees. Client shall not, without Fiserv's prior written consent, directly or indirectly, solicit for employment or hire any Restricted Employee (as defined herein) while such person is employed by Fiserv and for the 12-month period starting on the earlier of: (i) termination of such Restricted Employee's employment with Fiserv; or (ii) termination or expiration of this Agreement. "**Restricted Employee**" means any former or current employee of Fiserv or its Affiliates that Client became aware of or came into contact with during Fiserv's performance of its obligations under this Agreement. This paragraph does not apply if any Fiserv employee seeks employment with Client through his or her own efforts in responding to a publicly advertised job announcement.

14. **Insurance.**

(a) General Requirements

i) Fiserv shall not commence Work under this Agreement until it has obtained all insurance required under this Paragraph with insurance companies reasonably acceptable to Client, nor shall Fiserv allow any subcontractor to commence Work until all similar insurance required of the subcontractor has been so obtained.

ii) Fiserv shall defend, indemnify and hold harmless Client, its directors, officers, and employees against any and all claims arising out of Fiserv's services or work including (without limitation)

any claims, liability, loss, damage, cost, expense, award, fine or judgment arising by reason of death, bodily injury, property damage, defects in workmanship or materials, or design defects arising out of Fiserv's or subcontractor's performance under this Agreement.

iii) Client shall be named as an additional insured, under Fiserv's commercial general liability, automobile liability, and excess and/or umbrella liability policies. In the event of a loss arising out of or related to the performance of the Services by Fiserv or its subcontractor(s) hereunder, all insurance required under this Section shall be primary (pay first) with respect to any other insurance which may be available to Client, regardless of how the "other insurance" provisions may read. Fiserv agrees to waive its rights of subrogation against Client as well as evidencing evidence by endorsement that their insurers also waive their rights to recover. The additional insured and waiver of subrogation shall read for blanket coverage of additional insured endorsement underwritten contracts or agreements as follows:

Client, its members and affiliated companies, successors or assigns, including their directors, officers, and employees individually and collectively; when acting in the scope of their employment. Also, all Client(s) of the property where the Services will be performed.

iv) Client shall be named as an additional insured under the subcontractor's policy. Any deviation from the required insurance requirements will need to be approved by Client in writing. Nothing contained in this insurance section is to be construed as limiting the extent of Fiserv's or subcontractor's liability for claims arising out of this Agreement.

Fiserv and subcontractor shall be responsible for insuring all of its own personal property, tools and equipment.

v) If Fiserv fails to procure and maintain insurance set forth herein, in addition to other rights or remedies, Client shall have the right, if Client so chooses, to procure and maintain the said insurance. To meet the insurance requirements specific to this Agreement and the work specified in this solicitation and in the name of Fiserv with Client as an additional named insured and Fiserv shall pay the cost thereof and shall furnish all necessary information to make effective for maintenance of such insurance. In the event Fiserv fails to pay the cost, Client hereby has the right to set off any sums from the compensation set forth in this Agreement and directly pay for such coverage.

(b) Evidence of Insurance

vi) Fiserv's insurance shall be written with a property and casualty insurance company with an AM Best Financial Strength Rating of A- or higher and an AM Best Financial Size Category of Class VIII or higher.

vii) Within 15 working days of Client's request, Fiserv shall deliver to Client a certificate of insurance documenting the required insurance coverage. Fiserv agrees upon request of Client to Fiserv a copy of all policies required hereunder.

viii) Renewal certificates shall be provided to Client not later than 30 days after the expiration of policy coverage.

ix) All insurance policies shall require the insurer to provide a minimum of sixty (60) calendar days' notice to Client for any material change in coverage, cancellation, or non-renewal, except for non-payment of premium which shall provide thirty (30) days' notice.

(c) Insurance Coverages

x) Commercial General Liability Insurance

Fiserv shall maintain commercial general liability insurance, contractual liability, protective liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of $1,000,000 per occurrence, and $2,000,000 annual

aggregate. The limit may be satisfied by a combination of primary and excess/umbrella insurance.

xi) Business Automobile Insurance

Fiserv shall maintain business auto insurance for any owned, non-owned, hired, or rented vehicle with a limit of $1,000,000 combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess/umbrella insurance.

xii) Workers Compensation & Employers Liability Insurance

Fiserv shall maintain statutory workers compensation insurance in accordance with the laws of the state where such compensation is payable. In addition, the insurance Fiserv maintains shall comply with Nevada Industrial Insurance Act, NRS Chapters 616 and 617, for all of its employees working on the Project as described in this Agreement.

Fiserv shall maintain employers' liability insurance with limits of $1,000,000 per accident and $1,000,000 each employee for injury by disease. Fiserv shall maintain insurance for benefits payable under the U.S. Longshore and Harbor Workers Act and the Jones Act, for exposures that may exist.

xiii) Cyber and Technology Liability Insurance

Fiserv shall maintain Cyber and Technology liability insurance providing coverage for technology and professional services; privacy and cyber security; and privacy regulatory defense, awards and fines with limits of $1,000,000 per occurrence and $1,000,000 annual aggregate.

(d) Insurance Submittal

Fiserv(s) shall submit all required insurance documentation not later than 15-calendar days after request to:

Las Vegas Valley Water District
Attn: Risk Management
1001 South Valley View Blvd. M/S 380
Las Vegas, NV 89153

15. General.

(a) Binding Agreement. This Agreement is binding upon the parties, their participating Affiliates, and their respective successors and permitted assigns.

(b) Assignment; Subcontracting. Neither this Agreement nor any part thereof or interest therein may be sold, assigned, transferred, pledged, or otherwise disposed of by Client, whether pursuant to change of control, by operation of law or otherwise, without Fiserv's prior written consent. "Change of control" shall include without limitation the sale of 50% or more of Client's common stock, the sale of all or substantially all of Client's assets, or any merger in which Client is not the surviving organization. Client agrees that Fiserv may assign all or part of this Agreement and may subcontract or delegate the performance of its obligations and/or the exercise of its rights hereunder; provided that (i) Fiserv will provide thirty days notice to Client prior to using any subcontractors which perform a material part of the Deliverables (each a "**Material Subcontractor**"); and (ii) any such subcontractors shall be required to comply with all applicable terms and conditions of this Agreement, and Fiserv shall remain primarily liable for the performance of any such subcontractors. The following shall not be considered "Material Subcontractors" for the purpose of such 30 day notification: third party vendors such as facilities, maintenance, hardware and software maintenance, security, storage, telecommunications, internet, and other ancillary services; payment processors; ACH service providers; payment and billing aggregators; financial institutions and other end points used by Fiserv, and software providers. Prior to engaging any subcontractor to provide services hereunder, Fiserv shall complete appropriate due diligence regarding such entity through Fiserv's Supplier Risk Assessment process and provide Client a copy of the due diligence report upon Client's reasonable request.

(c) Entire Agreement; Amendments. This Agreement, including its Exhibits and Schedules, which are expressly incorporated herein by reference, constitutes the complete and exclusive statement of the agreement between the parties as to the subject matter hereof and supersedes all previous agreements with respect thereto and the terms of all existing or future purchase orders and acknowledgments. Each party hereby acknowledges that it has not been induced to enter into this Agreement by virtue of, and is not relying on, any representation made by the other party not embodied herein, any term sheets or other correspondence preceding the execution of this Agreement, or any prior course of dealing between the parties, including without limitation any statements concerning product or service usage or the financial condition of the parties. Section headings are included for reference only and should not be used to interpret this Agreement or to define, expand, or limit its terms. The protections of this Agreement shall apply to actions of the parties performed in preparation for and anticipation of the execution of this Agreement. Modifications of this Agreement must be in writing and signed by duly authorized representatives of the parties. If the terms of any Exhibit or Schedule conflict with the terms of this Agreement, this Agreement shall control unless the applicable Exhibit or Schedule expressly states that its terms control. If the terms of any Schedule conflict with the terms of the Exhibit to which such Schedule is attached, the terms of the Schedule shall control.

For clarity, the parties entered into a Payment Processing Services Agreement and Electronic Commerce Services Agreement, both dated March 2, 2010, and a Master Agreement dated January 5, 2015 ("**Old Agreements**"). As of the Effective Date of this Agreement, the Old Agreements, all Exhibits and Schedules thereto, and any amendments thereof shall be terminated in their entirety and the Old Agreements shall be of no further force or effect.

(d) Severability. If any provision of this Agreement is held to be unenforceable or invalid, the other provisions shall continue in full force and effect.

(e) Governing Law; Jury Trial Waiver. This Agreement will be governed by the substantive laws of the State of Nevada, without reference to provisions relating to conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

(f) Force Majeure.

i. A Force Majeure Event is defined as an act beyond the affected party's reasonable control, including: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, with a direct impact on this Agreement; (d) if site access is necessary to perform the Services under this Agreement, site restrictions for elevated security risks; and (e) industry-wide strikes with a direct impact on this Agreement. Fiserv's economic hardship and changes in market conditions are not considered Force Majeure Events.

ii. Both Client and Fiserv have evaluated the effects of COVID-19 on this Agreement. Client and Fiserv expressly agree that COVID-19 and what is known about COVID-19 as of the execution of this Agreement are not considered Force Majeure Events.

iii. The Party suffering a Force Majeure Event shall give notice within 5 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

iv. Neither party shall be responsible for delays or failures in performance under this Agreement resulting from a Force Majeure Event.

(g) Notices. Any written notice required or permitted to be given hereunder shall be given by: (i) Registered or Certified Mail, Return Receipt Requested, postage prepaid; (ii) confirmed facsimile; (iii) a scanned document sent via email; or (iv) nationally recognized overnight courier service to the other party (and, in the case of Fiserv, to the Fiserv General Counsel) at the addresses listed on page 1, (and in the case of Client to the address listed below), or to such other address or

person as a party may designate in writing. When notice is given by mail, it shall be deemed served three (3) business days following deposit, postage prepaid in the United States mail. When notice is given by facsimile or email transmission, it shall be deemed served upon receipt of confirmation of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next business day following the facsimile or email transmission.

Fiserv Solutions, LLC
Attn: Relationship Manager, Utility Biller Solutions
Address: 2900 Westside Parkway, Alpharetta, GA 30004
Email: nancie.naylor@fiserv.com

Las Vegas Valley Water District
Attention: Purchasing Manager
1001 South Valley View Blvd
Las Vegas, NV 89153
Email: purchasingmanager@lvvwd.com

With copy to:
Las Vegas Valley Water District
Attn: General Counsel
1001 South Valley View Boulevard, MS 480
Las Vegas, NV 89153
Email: generalcounsel@lvvwd.com

(h) No Waiver. The failure of either party to insist on strict performance of any of the provisions hereunder shall not be construed as the waiver of any subsequent default of a similar nature.

(i) Prevailing Party. The prevailing party in any arbitration, suit, or action brought by one party against the other party to enforce the terms of this Agreement or any rights or obligations hereunder, shall be entitled to receive, in addition to such other relief as the arbitrators or court may award, its reasonable costs and expenses, including without limitation all attorneys' fees, expert witness fees, litigation-related expenses and arbitrator and court or other costs incurred in such proceeding or otherwise in connection with bringing such arbitration, suit, or action. For purposes of this Agreement, a party is "prevailing" if that party prevails on the central issue raised in the action or claim, regardless of the amount of damages awarded or otherwise owed, if any. A party may prevail by judgment or decision in that party's favor, consent decree, settlement agreement or voluntary dismissal with or without prejudice.

(j) Survival. All rights and obligations of the parties under this Agreement that, by their nature, do not terminate with the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

(k) Publicity. Client and Fiserv shall have the right to make general references about each other and the type of Deliverables being provided hereunder to third parties, such as auditors, regulators, financial analysts, and prospective customers and clients, provided that in so doing Client or Fiserv does not breach Section 3 of this Agreement. Fiserv may issue a press release regarding this Agreement, including its renewal and the addition of Deliverables, subject to Client's review and written approval, which shall be given at Client's sole discretion, but shall not be unduly delayed.

(l) Marks and Content. Client will not use the name, trademark, service mark, logo or other identifying marks (collectively, "**Marks**") of Fiserv or any of its Affiliates in any sales, marketing, or publicity activities, materials, or website display unless Fiserv includes such Marks in a Deliverable or Fiserv consents in advance in writing. Any such authorized or approved use shall at all times comply with Fiserv's Trademark Usage Guidelines (or such other requirements and/or guidelines) set forth on Fiserv's corporate website and other reasonable requirements issued or otherwise made available by Fiserv. Fiserv will have the right to use Client's Marks and other content provided by Client in connection with providing the Deliverables, where applicable, so long as Fiserv's use complies with any reasonable usage guidelines provided in writing by Client. Client will provide such content in accordance with Fiserv's reasonable guidelines for the Deliverable and will obtain all necessary

third party permissions and licenses required for Fiserv's use of such content. Client shall be responsible for any claims or damages, including without limitation third party infringement claims, that result from Fiserv's use of Client's Marks or Client provided content.

(m) Independent Contractors. Client and Fiserv expressly agree they are acting as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. Except as expressly authorized herein or in the Exhibits, this Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other.

(n) No Third Party Beneficiaries. Except as expressly set forth in any Exhibit hereto, no third party shall be deemed to be an intended or unintended third party beneficiary of this Agreement.

(o) Indemnity. Fiserv shall, at its expense, defend Client, its Board of Directors and its officers, agents, and employees ("**Client Parties**"), against any and all third party claims or actions, proceedings, and liability arising out of or resulting from (i) damages caused by Fiserv's negligence or willful misconduct in performance of its obligations under this Agreement; (ii) claims for or by reason of any death or deaths of, or any physical injury or injuries to, any person or persons or damage to real or personal property, whether the person(s) or property of Fiserv, its agents, or subcontractors, or of third parties specifically arising out of the performance of Services under this Agreement; or (iii) harassment or discrimination by Fiserv's employees, agents or subcontractors, arising out of the performance of Services under this Agreement; and shall pay all amounts payable by Client that are specifically attributable to the third party claim or action under any final, non-appealable judgment, verdict, or court order entered by a court of competent jurisdiction or monetary settlement agreed in writing by Fiserv in respect of any such claim, provided that Client: (i) promptly notifies Fiserv in writing of such claim or action; and (ii) promptly grants Fiserv the sole right to control the defense and disposition of such claim, where such control includes the right to choose legal counsel and negotiate any settlement that does not result in non-monetary obligations to Client; and (iii) provides Fiserv with reasonable and prompt cooperation and assistance in the defense and disposition of such claim. Notwithstanding the foregoing, Client Parties shall be entitled to participate in the defense of any such claim at its sole cost and expense so long as the Client Parties' participation does not delay or otherwise prejudice Fiserv's defense or resolution of the claim.

(p) Counterparts; Signatures. This Agreement and any Exhibits hereto may be executed in counterparts, each of which shall be deemed an original and which shall together constitute one instrument. The parties and their Affiliates may execute this Agreement and any Exhibit or amendment hereto in the form of an electronic record utilizing electronic signatures, as such terms are defined in the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.). Electronic signatures, or signatures transmitted by facsimile or electronically via PDF or similar file delivery method, shall each have the same effect as an original signature.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

For Client:	For Fiserv:
Las Vegas Valley Water District	**Fiserv Solutions, LLC**
By:_____	By:_____
Name: John J. Entsminger	Name:_____
Title: General Manager	Title: Authorized Signatory

ASP Services Exhibit to Master Agreement

1. ASP / Processing Services. The parties shall add individual Schedules to this ASP Services Exhibit for Fiserv's provision of ASP, processing, or other service bureau Services to Client. The terms of this ASP Services Exhibit shall apply to the Services set forth in Schedules attached to this Exhibit. If optional services are listed on a Schedule to this Exhibit, such optional services shall become part of the Agreement upon Client's use of such optional services.

2. Fiserv System and Client Systems. Fiserv systems used in the delivery of Services (the "**Fiserv System**") and Client's networks and computer systems ("**Client Systems**") contain information and computer software that are proprietary and confidential information of the respective parties, their suppliers, and licensors. Each party agrees (a) not to attempt to circumvent the devices employed by the other party to prevent unauthorized access thereto, including without limitation modifications, decompiling, disassembling, and reverse engineering thereof and (b) to reasonably maintain its respective systems in order to provide or receive, as applicable, the Deliverables as set forth in the Agreement.

3. Fiserv Obligations.

(a) Client Policies. While assigned to provide Services at a Client location or otherwise visiting Client's facilities, Fiserv employees will comply with Client's reasonable safety and security procedures and other reasonable Client rules applicable to Client personnel at those facilities to the extent such procedures and rules are provided to Fiserv in writing and in advance and are consistent with both the terms of the Agreement and Fiserv's policies.

(b) Changes. Fiserv may make changes in its methods of delivering the Services, including but not limited to operating procedures, type of equipment or software resident at, and the location of Fiserv's service center(s). Fiserv will provide Client with as much notice as reasonably possible under the circumstances prior to implementing any material change that affects Client's normal operating procedures, reporting, or internal service costs; provided, however, such changes will not materially and negatively impact functionality provided to Client in the Services.

(c) Client Systems Access. If Fiserv accesses Client Systems, Fiserv will: (i) use this access only to provide Services to Client; and (ii) ensure that the Fiserv System includes generally accepted system security principles embodied in the ISO 27001 standard designed to protect the customer information as appropriate to the nature and scope of the Deliverables and designed to prevent viruses from reaching Client Systems through the Fiserv System.

(d) Security Testing. Fiserv may use a third party to provide monitoring, penetration and intrusion testing with respect to certain Services. Fiserv shall provide written notice to Client at least 12 business days prior to conducting such testing. Upon Client's written request, Fiserv agrees to provide Client with a copy of its most recent security certification, if any, for the applicable Fiserv service center providing such Services.

(e) Services Warranties. Fiserv warrants that: (i) Services will conform in all material respects to the specifications set forth in the Schedules to this Exhibit and to the generally-available documentation describing the functionality of the Services (as updated by Fiserv from time to time and provided to Client); and (ii) Fiserv personnel will exercise due care in provision of Services. If Client notifies Fiserv in writing of any alleged warranty defect hereunder within 30 days after the date the Services were performed, then Fiserv shall correct the Services at no additional charge to Client.

(f) Audit. In addition to the audit provisions set forth in Section 10 of the Agreement, Fiserv provides for periodic independent audits of its operations, which shall include an annual SSAE 18 Type II audit (or such subsequent replacement standard) to the extent required by law or regulation. Upon Client's request, Fiserv shall provide Client with a copy of such independent audit report of the Fiserv service center providing Services. If material deficiencies affecting the Services are noted in such audit report, Fiserv will develop and implement an action plan to address and remediate any such deficiencies within a commercially reasonable time at Fiserv's expense.

(g) Third Parties. To the extent a party's obligations under a Schedule to this Exhibit are dependent on the actions of a third party or entering into an agreement with such third party, the parties shall use

commercially reasonable efforts to obtain such action or enter into such agreement on terms that are reasonable to both parties. If the party seeking an agreement with a third party is unable to obtain such action or enter into such agreement after complying with the foregoing, then such party's dependent obligations hereunder shall immediately terminate, and Fiserv shall refund any prepaid amounts for the terminated portion of the Services on a prorated basis.

(h) Fiserv Notification. Fiserv shall notify Client as soon as possible upon becoming aware of any incident of unauthorized access to any Information or the Fiserv System in accordance with Section 4(e) of the Agreement.

(i) Monthly Transaction Reports. For the Services set forth in any Schedules attached to this ASP Services Exhibit, Fiserv shall provide to Client a monthly report indicating the previous month's transaction history and details, as applicable to the relevant Service.

4. Client Obligations.

(a) Procedures. Client agrees to comply with Fiserv's procedures and operating instructions for use of Services and the Fiserv System.

(b) Client Equipment. All communication lines, networks, terminals, equipment, computer software and systems, and interface devices required to access the Fiserv System and to transmit and receive data and information between Client's location(s), Fiserv's service center(s), and/or other necessary location(s) (collectively, "**Client Equipment**") are subject to approval by Fiserv, which shall not be unreasonably withheld, and shall be compatible with the Fiserv System. Client is responsible for procuring and managing Client Equipment at its expense, provided that communication lines from Client's primary location to the Fiserv data center shall be procured from Fiserv. Client agrees to pay Fiserv's standard fee for recertification of the Fiserv System resulting from Client's use of non-compatible Client Equipment.

(c) Input. Client shall be solely responsible for the input, transmission, and delivery to and from Fiserv (whether delivered to or from Client site(s) or any applicable clearinghouse, regulatory agency, or Federal Reserve Bank) of all information and data required by Fiserv to perform Services unless Client has retained Fiserv to handle such responsibilities, as specifically set forth in Schedules to this Exhibit. The information and data shall be provided in a format and manner approved by Fiserv. Fiserv shall not be responsible for Client's failed access to the Services across public lines or compromised data delivered over such lines. Client is responsible for providing all instructions requested by Fiserv as necessary to perform the Services. Client shall determine and be responsible for the authenticity, accuracy, and completeness of all information, data and instructions submitted to Fiserv. Fiserv is not obligated to check for errors or omissions in any such information, data, or instructions and/or to correct, cancel or amend any action in connection with any Services once Fiserv has received instructions to complete such action. If Client's records or other data submitted for processing are lost or damaged for any reason, Client shall retransmit (or cause retransmission of) such records or data.

(d) Client Review; Responsibility for Accounts. Client shall review all reports furnished by Fiserv for accuracy, and shall work with Fiserv to reconcile any out of balance conditions or discrepancies. As applicable, Client shall be responsible for balancing its accounts each business day (which for purposes of Client, is defined as Monday through Thursday), notifying Fiserv promptly of any errors or discrepancies, and retaining records related to all accounts. Fiserv will use commercially reasonable efforts to correct errors attributable to Client or Client's other third party servicers. Such error correction, including reconstruction of error conditions attributable to Client or to third parties acting on Client's behalf, will be done at Fiserv's then-current professional services rates, provided in Attachment 1 (Fees for BillMatrix Services) to the Bill-Matrix Services Schedule, Attachment 1 (Fees for eBill Distribution Services) to the eBill Distribution Services Schedule, and Attachment 1 (Fees for Walk-In Services) to the Walk-In Services Schedule.

(e) Client Systems. Client shall ensure that Client Systems: (i) are capable of passing and/or accepting data from and/or to the Fiserv System, and (ii) include up-to-date anti-viral software designed to prevent viruses from reaching the Fiserv System through Client Systems.

(f) Client Notification. Client agrees that it shall notify Fiserv as soon as possible upon becoming aware of any incident of unauthorized access to any Information or the Fiserv System in accordance with Section 4(e) of the Agreement.

(g) Indemnity. Intentionally Omitted.

5. Business Continuity / Disaster Recovery.

(a) General. Fiserv maintains a business continuity plan ("**Business Continuity Plan**") for each Service that describes measures it will implement to recover from a Disaster. A "**Disaster**" shall mean any unplanned impairment or interruption of those systems, resources or processes that enable standard performance of the applicable Service's functionality. Each Business Continuity Plan shall include a plan for the recovery of critical technology systems (a "**Disaster Recovery Plan**"), as well as procedures for restoring business operations at the primary location or at a designated recovery site, if necessary. Fiserv shall work with Client to establish a plan for alternative communications in the event of a Disaster.

(b) Disaster Occurrence. Fiserv shall notify Client as soon as possible after a Disaster is declared by Fiserv, and following such declaration shall comply with the Business Continuity Plan. Fiserv shall move the processing of Client's standard services to the recovery site as expeditiously as possible if operations cannot be satisfactorily restored (in Fiserv's sole discretion) at the primary location. If a recovery site is used, Fiserv shall coordinate the cut-over to back-up telecommunication facilities with the appropriate carriers. Client shall maintain adequate records of all transactions under the reasonable control of Client during the period of service interruption and shall have personnel available to assist Fiserv in implementing the switchover to the recovery site. During a Disaster, optional or on-request services shall be provided by Fiserv only to the extent adequate capacity exists at the recovery site and only after stabilizing the provision of base services.

(c) Disaster Recovery Test. Fiserv shall test the Disaster Recovery Plan periodically. Client agrees to participate in and assist Fiserv with such test as invited by Fiserv. Upon Client's request, test results will be made available to Client's management, regulators, auditors, and insurance underwriters.

(d) No Warranty. Client understands and agrees that the Business Continuity Plan is designed to minimize, but not eliminate, risks associated with a Disaster affecting Fiserv's service center(s). No performance standards shall be applicable for the duration of a Disaster. Client maintains responsibility for adopting a disaster recovery plan relating to disasters affecting Client's facilities and for securing business interruption insurance or other insurance types necessary for Client's protection. Fiserv agrees to release information necessary to allow Client's development of a disaster recovery plan that operates in concert with the Business Continuity Plan.

6. Right of First Refusal. If, at any time during the Term, Client identifies a need to obtain additional financial technology services similar to those provided by Fiserv under this ASP Services Exhibit (each an "**Additional Service Need**"), Client shall notify Fiserv regarding such Additional Service Need, and to the extent permitted by law, before contacting any other service provider regarding the Additional Service Need, shall consider whether the Additional Service Need can be performed under the Agreement. However, if the Additional Service Need cannot be performed under the Agreement, or if Client, in its sole discretion, decides to procure the Additional Service Need through a third party or through a procurement process provided by the Nevada Procurement Statute, then Client shall be under no obligation to contract with Fiserv for the Additional Service Need.

7. Term and Termination; Deconversion.

(a) Term. Unless otherwise set forth in an applicable Schedule to this Exhibit, the initial term of Services provided hereunder shall end 3 years following the Effective Date. Unless written notice of non-renewal is provided by either party at least 180 days prior to expiration of the initial term or any renewal term, the Services shall automatically renew on a year to year basis for up to two additional terms of 1 year.

(b) Fiscal Funding Out. Client reasonably believes that funds can be obtained sufficiently to make all payments during the term of this contract. If, after the earlier of (i) the twelfth month of this Agreement, or (ii) the end of Client's then-current fiscal year, Client's governing body does not approve the appropriation of funds to continue the purchase of the Products and/or Services for the remainder of the Term, Client

may terminate this Agreement upon providing 30 days' advance written notice to Fiserv, and such termination will not be subject to the termination fee specified in subsection (c) below.

(c) Convenience; Early Termination. If Client desires to terminate a Schedule early or otherwise reduces (other than as a result of account attrition or volume fluctuation in the ordinary course of business) or terminates Services under a Schedule for any reason other than pursuant to Section 8(b)(i) of the Master Agreement, then Client shall provide at least 180 days' advance written notice to Fiserv and shall pay a termination fee based on the remaining unused term of the Services. Such fee shall be determined by multiplying the average of the monthly invoices (prior to all issued credits, discounts and rebates) for each Service received by Client during the 6-month period preceding the effective date of termination (or if no monthly invoice has been received, the estimated monthly billing for each Service to be received hereunder) by 70%, multiplied by the remaining months of the term. Client shall also pay all unamortized conversion fees and third party costs existing on Fiserv's books on the date of termination.

(d) Defaults. If Client: (i) fails to cure its material breach or fails to pay amounts due, each as set forth in Section 8(b) of the Agreement; (ii) deconverts any data or information from the Fiserv System either without Fiserv's prior written consent or in violation of the Agreement; or (iii) becomes insolvent or if any substantial part of Client's property becomes subject to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency; then, in any such event, Fiserv may, upon written notice, terminate the Agreement in whole or in part and be entitled to recover from Client as liquidated damages for such early termination an amount equal to the present value of all payments remaining to be made for the remaining unused term of the Agreement or the applicable Exhibit, plus all unamortized conversion fees and third party costs existing on Fiserv's books on the date of termination. For purposes of the preceding sentence, present value shall be computed using the "prime" rate (as published in The Wall Street Journal) in effect at the date of termination and "all payments remaining to be made" shall be calculated by multiplying the average monthly invoices for the 6 months immediately preceding the date of termination by the remaining months of the term.

(e) Liquidated Damages. The parties agree that damages incurred as a result of early termination of any Services would be difficult or impossible to calculate as of the Effective Date. Accordingly, the amounts set forth in Section 7(c) above and Section 8(d) of the Agreement represent a reasonable pre-estimate of damages and are not a penalty.

(f) Return of Client Files. Upon expiration or termination of the Agreement or any Schedule to this Exhibit, Fiserv shall furnish to Client such copies of Client Files as Client may request in a Fiserv standard format, and shall provide such information and assistance as is reasonable and customary to enable Client to deconvert from the Fiserv System; provided, however, that Client authorizes Fiserv to retain Client Files until: (i) Fiserv is paid its then standard rates for the services necessary to return such Client Files; and (ii) Client has returned or destroyed all Fiserv Information in accordance with Section 3(b) of the Agreement. Fiserv shall be permitted to destroy Client Files any time after 180 days from the final use of Client Files for processing, unless: (A) Fiserv is directed by Client in writing to retain such files for a longer period, provided that Client may not require Fiserv to retain Client Files for longer than 365 days unless Fiserv agrees to such longer retention period, or (B) otherwise specified in a Schedule.

(g) Miscellaneous. Client would be responsible for the deinstallation and return shipping of any Fiserv-owned equipment located on Client's premises. If any equipment is acquired in the future to support this Agreement, it shall be listed on a Change Order with applicable warranty and return requirements.

(h) Holdover. Upon any termination or expiration of the Agreement or an Exhibit, Services provided after the applicable termination date, expiration date, or final processing date specified by Client will be provided subject to Fiserv's capacity and will be invoiced at then current fees under the applicable Schedule plus a holdover premium of 25%, unless such holdover is due to Fiserv's action or inaction or pursuant to subsection (i) below. If the holdover period extends beyond the then-current term, then terms and conditions of the Agreement and applicable Exhibit shall continue to apply during the period of holdover.

(i) Transition Period: In the event Client terminates the Agreement or this Exhibit or any Schedule hereto, whether due to a breach in Fiserv's obligations under the Agreement, or due to a termination for Client's convenience, Fiserv shall cooperate with Client and provide uninterrupted services for an additional 90 day transition period (the "Transition Period"), at the same fees as specified in the fees attachments to each Schedule hereto, and at the same service levels as specified in the service level attachments to the

applicable Schedule. During the Transition Period, and upon Client's request, Fiserv will provide data migration assistance as may be required by Client, and Client agree to reimburse Fiserv any fees incurred in connection with such data migration assistance, which will be charged at the hourly Service Fee specified in each Schedule hereto. For example and without limitation, if Client terminates the BillMatrix Services, then Client will be charged an amount equal to $275 multiplied by the number of hours to complete the data migration service (which, for the BillMatrix Services, is estimated to be 200 hours for a total of $55,000). For clarity, the transition period shall not apply to the extent such termination is the result of Client's breach of its obligations under this Exhibit or any Schedule hereto.

BILLMATRIX®
SERVICES SCHEDULE
TO ASP SERVICES EXHIBIT

This BillMatrix Services Schedule (this "**Schedule**"), is effective as of January 1, 2024 (the "**Schedule Effective Date**") and is incorporated into the ASP Services Exhibit to the Agreement. The terms of this Schedule, the ASP Services Exhibit and the Agreement shall apply to the BillMatrix Services set forth in this Schedule. In the event of a conflict between the terms of this Schedule and the Agreement, this Schedule shall control (solely as relates to the BillMatrix Services provided hereunder).

1. BillMatrix Services. Fiserv, through itself and its Affiliates, will provide Client with a single implementation of the "**BillMatrix Services**," to support the receipt and execution of User payments through a variety of channels identified in Attachment 1 hereto, which may include:

   (a) **Fiserv Hosted User Interfaces**

   Agent Web Payment Channel – A Fiserv-hosted User interface to be used exclusively by Client's Agents to enter payments on behalf of Customers.

   Web Payment Channel – A Fiserv-hosted User interface which enables Users to enter payments through a Fiserv-hosted web interface inclusive of an optimized Web Payment Channel presentation to Users who choose to make payments through a mobile application interface.

   IVR Payment Channel – A Fiserv-hosted User interface which enables Users to enter payment instructions through an IVR (hereinafter defined) telephone interface via a dedicated toll-free telephone number.

   (b) **Client Hosted User Interfaces**

   Application Programming Interface ("API") Channel – A Real-Time Communication mechanism which enables the transmission of information, including but not limited to Payment Instructions, between Client's and Fiserv's systems via the internet or Virtual Private Network (VPN). The API Channel does not include a Fiserv-hosted User interface

2. Attachments. The following attachments are attached hereto and incorporated by reference herein:
   Attachment 1 – Fees for BillMatrix Services

3. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement. The following defined terms shall apply to this Schedule.
   (a) **ACH** – a type of Electronic Fund Transfer ("**EFT**"), in which authorized debit transactions are sent through an Automated Clearing House ("**ACH**") network for payment purposes. ACH payments are funded by a checking account on the ACH network.
   (b) **Agent –** an authorized employee of Client or other Client-approved individual (which may include Fiserv if requested by Client) who is legally authorized by Client to input Payment Instructions received from Users.
   (c) **Applicable Privacy Laws –** any applicable privacy and data protection laws, including any applicable regulations, directives and regulatory requirements (e.g., the Gramm Leach Bliley Act and/or the California Consumer Privacy Act).
   (d) Billing Account Number - the unique account number assigned by Client to its Customer for billing purposes.
   (e) **Billing Due Date** – the date defined by Client by which the Customer's payment is due.
   (f) **Customer**- a person or other legal entity to whom Client provides goods and/or services.
   (g) **Customer Information** - information defined in Fiserv's file specifications that may be associated with a Customer, which may include but is not limited to, the Customer's first name, last name, other legal name, Billing Account Number, billing due date, amount due, phone number and email address.
   (h) **Funding Account** – The credit, debit card, or an EFT/ACH account which account is held at a U.S. financial institution, and which is used during a transaction.
   (i) **IVR** – Interactive Voice Response ("**IVR**") technology that allows a computer to interact with individuals through the use of voice and Dual Tone Multiple Frequency (DTMF) keypad inputs.
   (j) **Mini-Account Master** ("**MAM**") **File** – a type of file containing Billing Account Numbers and such other Customer Information, as applicable, submitted electronically by Client to Fiserv to enable

certain validation activities, including payment validation.

(k) **Payment Instructions** – the information required to execute a payment transaction.

(l) **Payment Type –** ACH, ATM or PINless debit card (via the STAR, PULSE, NYCE or Accel networks), offline-debit and credit card (via the VISA and MasterCard networks) or other approved payment types.

(m) **Processing Fee –** the fee charged by Fiserv to Client for the processing of the payment transaction further specified on Attachment 1.

(n) **Real Time Communication** - A connectivity method between Fiserv and Client through which information is provided or obtained on a near real-time basis.

(o) **Recurring Payment** – a payment which has been authorized by a Registered User in advance, to occur on a recurring basis, at substantially regular intervals, and will require no further action by the User to initiate the transaction.

(p) **Returns -** the refusal of payment or a return of funds initiated by the depository institution or issuing bank associated with a Funding Account

(q) **User** – Client's Customers and other individuals who initiate bill payments on behalf of Customers using the BillMatrix Services as specified herein. Users may be classified as "**Non-Registered**", meaning that Users may access the BillMatrix Services without the requirement of username and password authentication at Client's website, or "**Registered**", meaning that Users have been authenticated at Client's website via username and password verification prior to accessing the BillMatrix Services, which will be specified in the Project Plan.

(r) **Wallet –** a module within the BillMatrix Services which allows Registered Users to save one or more payment instruments or Funding Accounts which may be accessed for use in making subsequent BillMatrix payments in connection with the applicable Billing Account Number.

4. Term. This Schedule shall be effective as of the Schedule Effective Date and, the initial term of Services provided hereunder shall end 3 years from the Schedule Effective Date ("Initial Term"). Unless written notice of non-renewal is provided by either party at least 180 days prior to expiration of the Initial Term or any renewal term, the Services shall automatically renew for up to two additional term(s) of 1 year each. All provisions of Section 7 (Term and Termination; Deconversion) of the ASP Services Exhibit shall apply to the BillMatrix Services provided under this Schedule.

5. Fiserv's Obligations.

(a) When Client purchases BillMatrix Services including the Web Payment Channel and/or Agent Web Payment Channel, Fiserv will host an internet-based User interface for each such channel, when applicable, each of which will be delivered through Hyper Text Transfer Protocol over Secure Socket Layer (HTTPS) technology.

(b) When Client purchases BillMatrix Services including IVR Payment Channel, Fiserv will procure a toll-free number on behalf of Client to enable Users to access the IVR Payment Channel, when applicable. Fiserv will provide IVR scripting in English for touchtone telephone payments.

(c) The IVR Payment Channel, Web Payment Channel and Agent Web Payment Channel will allow the User (or Agent on User's behalf) to enter mutually defined criteria, which may include the Customer's Billing Account Number and other User information, and send the entered information directly to Client for validation, or validate against Customer Information received in a MAM file, or validate against Billing Account Number characteristics and other mutually agreed-upon criteria to confirm valid Customer Information. Fiserv shall not proceed with the transaction unless Customer Information has been provided by the User and validated as described herein.

(d) When Client purchases BillMatrix Services including the API Channel, Fiserv shall provide an API (but no website, IVR, Agent, or other User interface) which may be accessed by Client in order to facilitate the exchange of information and Payment Instructions obtained by Client between Client's systems and the BillMatrix Services.

(e) When applicable, and upon User consent, Fiserv shall allow Registered Users to save payment instruments within the Wallet and to authorize subsequent payments using such stored Wallet information.

(f) Fiserv shall submit Payment Instructions to Processors for authorization and settlement on behalf of Client. Upon receipt of a payment authorization, Fiserv shall send a payment

notification to Client, either through Real Time Communication or batch mechanism, as mutually agreed.

(g) Fiserv shall provide to the User a confirmation message when a payment transaction has been authorized or a decline notification for an unsuccessful payment.

(h) Fiserv shall make reasonable efforts to ensure that BillMatrix Services are available 24 hours a day, 7 days per week, subject to scheduled or unavoidable downtime, however, Fiserv does not warrant that BillMatrix Services will be error free or un-interrupted.

(i) Fiserv shall provide Client with daily reports regarding payments made by Users which shall include, but not be limited to, authorized transactions, Payment Types, payment amounts, and Returns. Such reports shall be provided electronically on days and at times mutually agreed by the Parties and copies of such reports shall be available to Client through the administrative portal.

(j) Fiserv shall remit User payments received through the BillMatrix Services prior to Client's designated close of business to Client's bank account the following business day, subject to Section 10(b) below, or otherwise as mutually agreed by the parties.

(k) Fiserv shall provide Client with (i) access to the administrative portal 24 hours a day, 7 days a week, subject to scheduled or unavoidable downtime; (ii) the Fiserv Service Center, available 24 hours a day, 7 days per week to assist Client with technical issues; and (iii) customer service representatives accessible to Client to assist with payment inquiries, Monday through Friday from 7:30 a.m. to 8:00 p.m. CT.

6. Client's Obligations.

(a) Client shall ensure Agents who access the Agent Web Payment Channel can be uniquely identified and shall submit mutually agreed-upon Agent credentials to Fiserv for authentication. Client shall appoint a representative to manage access to the Agent Web Payment Channel for its employees and Agents, as applicable.

(b) Client shall make reasonable efforts to ensure the availability of a User interface to provide Users with a central point of entry to the BillMatrix Services for all transactions and other interactions that are initiated from a user interface that is not hosted by Fiserv.

(c) For Users accessing the BillMatrix Services from interfaces not hosted by Fiserv, Client shall be solely responsible for (i) managing enrollment eligibility rules, (ii) authenticating a User wishing to utilize the BillMatrix Services, (iii) authorizing the User to access the Wallet and managing Users' access Wallet data within the BillMatrix Services from interfaces not controlled by Fiserv, and (iv) authorizing the User to make payments to a billing account. Client acknowledges that Fiserv does not provide additional User validation upon receipt of a Payment Instruction through the API Channel.

(d) For payments initiated from User interfaces not hosted by Fiserv (including Recurring Payments which have been authorized prior to the transfer of such instructions to Fiserv) and for payments initiated via the Agent Web, prior to Client's submission of such payment instructions to Fiserv, Client agrees to obtain, or will have already obtained, Users' payment authorizations in accordance with Laws and Rules, as applicable, and provide all required notifications to such Users, and Client shall provide to Fiserv a copy of such authorization promptly upon Fiserv's written request.

(e) If applicable, Client shall provide to Fiserv the current amount due, date due, and Billing Account Number for Registered Users who have signed up for automatic payments, and Client shall provide appropriate disclosures and notices to Users in connection with automatic and Recurring Payments.

(f) Client agrees to provide current Customer Information through Real Time Communication or by delivering a MAM file to Fiserv, or by such other means as mutually agreed by the parties, for use in validating Billing Account Numbers (when such validation is performed by Fiserv) and remitting payments. Client shall not use the BillMatrix Services to process payments for any Customer account which is in default status.

(g) Upon receipt of a payment notification, Client shall promptly credit the applicable Customer account(s).

(h) Client agrees to provide Fiserv with Client bank account information necessary to enable Fiserv to properly debit and credit Client bank accounts. Receipt by Fiserv of funds in valid legal tender on behalf of Client shall constitute payment to Client.

(i) Client agrees to repay any chargebacks or Returns resulting from transactions received through

the BillMatrix Services. Such obligation shall survive any termination or expiration of the BillMatrix Services.

(j) Client represents and warrants that Users making payments through the BillMatrix Services will enter into or will have previously entered into a legally binding and enforceable agreement with Client regarding the User's use of the BillMatrix Services which includes both terms of service and privacy disclosures (collectively, the "**Terms of Service**") prior to use. Fiserv will provide Client with a sample Terms of Service that Client may utilize or replace with its own Terms of Service. Client acknowledges that the Terms of Service are between Client and its Users, not Fiserv, and that Client will be responsible for the content of the Terms of Service. Client shall not permit Users who have not accepted the applicable Terms of Service to utilize the BillMatrix Services.

(k) In its Terms of Service between Client and Users, Client agrees to include (i) disclaimers of incidental, indirect, consequential, special, punitive, and exemplary damages and any other damages of a similar nature; and (ii) reasonable and quantified limitations on direct damages; that, with respect to both (i) and (ii), may be claimed or alleged by such Users arising out of or relating to the BillMatrix Services. Such disclaimers and limitations must extend to Client's third party suppliers or providers (but do not need to specifically reference Fiserv). Client will enforce such disclaimers and limitations in claims, lawsuits and proceedings brought by or involving Client's Users. Client also agrees to include in its Terms of Service (or otherwise provide to its Customers) notices and disclosures that meet the requirements of Applicable Privacy Laws and encompass the uses and sharing of consumer information included in Fiserv's sample privacy policy. Fiserv reserves the right (but is not obligated) to review any Client Terms of Service or other disclosures Client may provide to Users when making payments through the BillMatrix Services, and Client shall provide copies of such terms and disclosures upon Fiserv's reasonable request.

(l) Client represents and warrants that it has all rights and authority and has obtained all necessary consumer consents required to (a) transfer, or give Fiserv access to consumer data, (including without limitation 1) Users' payment instructions and payment account information necessary to perform Recurring Payments and 2) Registered Users payment account information) and (b) direct Fiserv to transfer any consumer data to Client or other third parties as it may instruct. Client agrees not to transfer any User instructions or payment account information for Recurring Payments, or transfer any future dated Payment Instructions, to Fiserv without having obtained all authorizations require by Law and the Rules, and Client will be responsible for any failure to do so.

(m) Client shall be responsible for and shall administer the process by which a User enters Payment Instructions in connection with User interfaces not hosted by Fiserv. FISERV DISCLAIMS, AND CLIENT HEREBY EXPRESSLY ASSUMES, ANY AND ALL LIABILITY ARISING OUT OF OR RELATING TO THE COLLECTION, USE, AND TRANSMISSION OF USER INFORMATION OR OTHER DATA PRIOR TO ENTRY INTO FISERV'S SYSTEMS.

7. Mutual Obligations.

(a) When Real Time Communication is used, both parties agree to maintain system availability and process requests in a timely manner. The parties will use commercially reasonable efforts to remedy any transmission problems occurring in the Real Time Communication as quickly as practicable.

8. Customer Notification.

(a) Client agrees to prominently display a link on its website homepage (e.g. "Pay Now" or "Expedited Payments") which shall direct Customers' access to the BillMatrix Services; and (ii) if applicable display the toll-free telephone number used for the IVR Payment Channel on its website. Client agrees to provide messaging to all Customers through its printed and electronic bills regarding the availability and accessibility of the BillMatrix Services, which shall include the toll-free telephone number used for the IVR Payment Channel.

(b) Fiserv shall have the right to reasonably display the names and logos of Client in connection with the BillMatrix Services.

9. Additional Terms.
   (a) Compliance with Laws. Each party shall comply with: (i) all federal, state and local laws applicable to its performance under the Agreement (which shall include without limitation with respect to Client the Bank Secrecy Act and its implementing regulations, any and all sanctions or regulations enforced by OFAC, and any laws and regulations related to money transmission, consumer protection, or unclaimed property) ("**Laws**"); and (ii) the rules of the National Automated Clearinghouse Association, banking networks, ATM networks, credit and debit card acquirers and the payment brands (the "**Rules**").
   (b) Client represents and warrants that each of Client's agreements with Customers shall comply with all applicable laws, rules and regulations. Client further represents and warrants that any Convenience Fees assessed hereunder shall comply with applicable laws, rules, and regulations as well as Client's agreement with the applicable Customer.
   (c) Client is responsible to disclose to Users payment options that would not incur a fee or would incur a fee that is less than the Convenience Fee. Without limiting the foregoing, Client shall not make false representations about a Convenience Fee to a User and shall not withhold information from a User about payment options that would not incur a fee (or would incur a fee lower than a Convenience Fee) if a User requests such information.
   (d) Fiserv's provision of BillMatrix Services under this Schedule is contingent upon Client satisfying Fiserv's customer vetting standards. Client agrees to provide Fiserv any documentation and assistance as may be reasonably required from time-to-time in connection therewith.
   (e) Processors.
      (i) Client recognizes that Fiserv may utilize certain financial institutions, Affiliates, and nationally recognized payment brands, debit and credit card networks and associations **(**"**Processors**"**)**. In the event Fiserv receives a compliance notice from any Processor, the parties agree to work together in good faith to (a) resolve such compliance issue as required by such Processor and (b) avoid or mitigate any potential fines or other repercussions. If Client fails to comply with the applicable Processor requirements and Fiserv is assessed a fine because of Client's violation, Fiserv will charge such fine to Client, and Client shall promptly reimburse Fiserv for such amount. Fiserv has the right to modify service procedures or fees set forth in this Schedule as a result of changes in telecommunication rates and Processor fees and in order to comply with Processor policies, Laws, and Rules. Any modification shall be preceded by written notice from Fiserv at least thirty (30) days prior to such change, or such within such shorter timeframe as may be necessary due to the nature or timing of the change.
      (ii) Client authorizes Fiserv to disclose Payment Instructions to Processors. Client acknowledges that the actual electronic payments may be controlled by the Processors. Fiserv is not responsible for delays or non-performance caused by such Processors.
      (iii) Client acknowledges that Fiserv shall be required to acquire a merchant identification number ("**MID**") from the Processor indicating Client as the merchant of record for the User payments. Client agrees to execute any additional documents required by Processors, and provide Fiserv with a current IRS Form W-9 and such other information as may be requested by Fiserv or Processors. Client understands that Processors shall issue MIDs in their sole discretion, and agrees that Fiserv is not responsible for any refusal by Processors to issue or maintain such MIDs or process Client's transactions. Fiserv shall have the right to cease accepting a particular Payment Type upon the applicable Processor's requirement.
      (iv) Payment Card Industry Data Security Standards. Client hereby agrees to comply with all applicable requirements of the Payment Card Industry Data Security Standards (as such requirements may change from time to time) ("**PCI-DSS**"). Client agrees to validate its compliance with PCI-DSS by providing Fiserv with its Attestation of Compliance within 30 days of filing PCI Compliance with its acquiring bank. In addition to the foregoing, Client agrees to provide Fiserv with documentation as reasonably requested by Fiserv from time to time, so that Fiserv can validate Client's on-going compliance with PCI-DSS in connection with User Payments processed through the BillMatrix Services.

(v) In the event Client elects to accept American Express cards as a Payment Type, the following provisions shall apply:

A. American Express Travel Related Services Company, Inc. ("**American Express**") requires Client to agree to the following limitation on American Express liability, and Client hereby agrees as follows:

> In no event will American Express, its affiliates, successors, or permitted assigns be liable to Client for any incidental, indirect, speculative, consequential, special, punitive, or exemplary damages of any kind (whether based in contract, tort, including negligence, strict liability, fraud, or otherwise, or statutes, regulations, or any other theory) arising out of or in connection with this Agreement, even if advised of such potential damages. American Express will not be responsible to Client for damages arising from delays or problems caused by telecommunications carriers or the banking system.

B. Client confers on American Express third party beneficiary rights to the provisions of the Agreement, as it may be amended, applicable to American Express card acceptance and, American Express has the right to enforce such terms against Client. Client confirms that it does not hold third party beneficiary rights to any agreements between Fiserv and American Express related to this Agreement and at no time will attempt to enforce any such agreements against American Express.

C. Client agrees to comply with the American Express Merchant Operating Guide requirements, which may be viewed at: www.americanexpress.com/merchantopguide.

(f) Suspension Conditions. In the event Fiserv reasonably believes that Client's provision of services to Users, Client's use of the BillMatrix Services (including the assessment, amount, or legality of any Convenience Fees), or Client's or any User's conduct in using the BillMatrix Services (including without limitation a User initiating fraudulent or unauthorized transfers or account access) violates any applicable law, rule, or regulation, or otherwise poses a threat to Fiserv or any Fiserv System, security, equipment, processes, intellectual property or reputation (including without limitation regulatory investigation, inquiry or penalty) ("**Suspension Condition**"), Fiserv shall have the right to suspend the BillMatrix Services or any portion thereof. Fiserv will promptly notify Client of any such suspension, and Fiserv shall have the right to terminate this Schedule in the event the Suspension Condition is not curable or is not cured within thirty (30) days following notification (or such shorter timeframe as may be required by law, regulation or regulator).

(g) Client is responsible to deliver any payment confirmations required by Law or the Rules to the User in accordance with such requirements, with the exception of any confirmations that are identified as a Fiserv responsibility in the Business Requirements Document.

(h) Indemnification. Intentionally Left Blank

10. Holidays, Weekends, and Business Days.

(a) When Federal Reserve holidays are observed, the report for such day will be included in the next business day's reports. The Federal Reserve Holiday schedule may be found at: http://www.federalreserve.gov.

(b) The BillMatrix Service is designed to deliver reports and settled funds on weekdays that are not a Federal Reserve Holiday. Transactions occurring after the close of business on Friday, or on Saturday or Sunday, shall be funded with Monday's business day transactions.

ATTACHMENT 1

TO BILLMATRIX SERVICES SCHEDULE

FEES

1. **Implementation Fee.** NA

2. **Transaction Fees**.

2.1. Processing Fees– the Processing Fee charged by Fiserv to Client for the processing of each User transaction through the BillMatrix Services is specified below:

a. Guest Users

Transaction Type – includes Consumer Web, Agent Web, and IVR	**Type of Billing**	**Processing Fee**
Credit Card or Charge Card	Per Transaction	$0.95 plus processing charges
Debit Card	Per Transaction	$0.95 plus processing charges
ACH	Per Transaction	$0.95 plus processing charges

b. Registered Users

Transaction Type – includes Consumer Web, Agent Web, and IVR	**Type of Billing**	**Processing Fee**
ACH	Per Transaction	No Fee
Credit Card or Charge Card	Per Transaction	$0.95 plus processing charges
Debit Card	Per Transaction	$0.95 plus processing charges

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c. Commercial Credit Cards

Transaction Type – includes Consumer Web, Agent Web, and IVR	**Type of Billing**	**Surcharge**
ACH	Per Transaction	No Fee
Credit Card or Charge Card	Per Transaction	Three (3%) percent surcharge on every commercial card transition, commercial or residential, which shall be billed directly to the User. Notwithstanding the foregoing, in states that prohibit or otherwise limit such surcharges, Fiserv shall invoice Client the applicable surcharge, or the percentage of the applicable surcharge allowable by Laws.

For purposes of commercial credit cards, Client shall pay a $150,000 fixed project fee to update and configure Client's card acceptance platform to reflect changes in any channel and any card type. Fiserv shall invoice Client this project fee upon Client's notification to Fiserv of its intent to implement such configuration.

A membership subscription fee of $10,000 per month for monitoring and maintaining the compliance for the non-surcharge states (current and potential) with enhanced channels to Client. Fiserv shall begin invoicing Client such fee upon the earlier of (i) a mutually agreed upon date or (ii) June 1, 2024.

For clarity, Fiserv is a service provider to Client and is not responsible for Client's decision to accept certain payment types. Client will give Fiserv sufficient notice of its intent to accept or reject certain payment types, provided that nothing herein shall obligate Fiserv to violate applicable law.

3. Maximum Payment Amount/ Payment Type Mix. The parties agree that each transaction made by a User through the BillMatrix Services will be limited to no more than $25,000.00 unless otherwise mutually agreed in writing.

4. Processing Charges. Client shall pay all processing charges imposed by the Processor(s) in connection with processing debit or credit card transactions, including but not limited to interchange fees, acquiring fees, merchant discounts, and other fees that arise in connection with the authorization and settlement of transactions completed through the BillMatrix Services (collectively, "**Processing Charges**").

5. Returns. Client agrees to pay the dollar amount of any Returns or chargebacks against sums paid to Client, and hereby authorizes Fiserv and its Processors to (i) withhold the amount of Returns from future credits to Client bank accounts, or (ii) debit Client bank account for such Returns. In the event Fiserv is required by a Processor to pay such Returns, Client agrees to reimburse Fiserv. The Parties agree to cooperate with one another in the investigation and resolution of any alleged mistakes or errors. Client acknowledges and agrees that Processors are intended third party beneficiaries under this paragraph.

Client agrees to pay Fiserv $1.50 for each ACH payment returned.

6. Service Fees. Any development, maintenance, alterations, changes and/or additional requests, or Client requested data preparation and/or reporting will be charged at the Fiserv's standard development rate of $275 per hour unless otherwise agreed in writing. All such projects and requests will be subject to Fiserv's approval and Client's agreement to pay additional fees, which will be determined depending upon

the nature of the project or request and documented in a Statement of Work which shall be executed by the parties prior to the completion of any work.

7. VPN Communication Fees (If applicable)

Installation Fee:	$ 0.00
Hardware & Shipping Fee:	$1,800.00
Monthly Maintenance Fee:	$ 420.00

VPN Communication fees are per Client implementation. If Client requires higher capacity hardware or non-standard services not included as part of Fiserv's standard VPN model, additional monthly fees may apply.

EBILL DISTRIBUTION SERVICES SCHEDULE

TO ASP SERVICES EXHIBIT

This eBill Distribution Services Schedule to the ASP Services Exhibit (this "**Schedule**") is hereby incorporated into the Master Services Agreement dated January 9, 2015 (the "**Agreement**"), by and between Fiserv and Client, and is effective as of January 1, 2024 (the "**Schedule Effective Date**"). The eBill Distribution Services (as defined below) are governed by the terms of the Agreement and this Schedule. If this Schedule conflicts with the Agreement or ASP Services Exhibit, the terms of this Schedule shall control solely as it relates to the eBill Distribution Services being provided under this Schedule.

1. Fiserv, through itself and its affiliates, will make Client's eBills available to Users through the Fiserv Network as further described in this Schedule (the "**eBill Distribution Services**").

2. Attachment(s). The following attachment(s) are attached hereto and incorporated by reference herein:
   Attachment 1 – Fees for eBill Distribution Services

3. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement. The following defined terms shall apply to this Schedule.

   (a) **Bill Alerts** means notification to the User of the availability of the User's most recent bill and the provision of summary data about such bill, including amount due and date due, as well as other related bill notifications. Bill Alerts will be sent via mutually agreed means such as email, text, or mobile notification.
   (b) **Bill Discovery Service** means a service that automates the addition of Client to eligible Users' available payee list within the Fiserv Network, subject to User confirmation. The Bill Discovery Service will be available to Users in the Fiserv Network on an opt-in basis. When a User opts-in to the Bill Discovery Service, the User will receive Bill Alerts.
   (c) **Customer** means a person to whom Client provides goods and services.
   (d) **eBill** means an electronic version of a paper bill**.**
   (e) **Easy Activation Program** means the delivery of eBills for a trial period to eligible Users identified by Client who are currently enrolled in, and actively making payments to Client through, the Fiserv Network but have not yet elected to access Client's eBill via the Fiserv Network.
   (f) **Fiserv Network** means Fiserv's network of electronic end points for bill presentment, including but not limited to financial institutions, billing and payment aggregators, and where applicable, mobile wallets.
   (g) **Real Time Communication** means a connectivity method between Fiserv and Client through which information is provided or obtained on a near real-time basis.
   (h) **User** means a Customer who is enrolled or is eligible to enroll in the eBill Distribution Services for Client through the Fiserv Network.

4. Term; Termination. Unless otherwise set forth in an applicable Schedule to this Exhibit, the initial term of Services provided hereunder shall end 3 years from the Schedule Effective Date ("Initial Term"). Unless written notice of non-renewal is provided by either party at least 180 days prior to expiration of the Initial Term or any renewal term, the Services shall automatically renew for up to two additional term(s) of 1 year each. All provisions of Section 7 (Term and Termination; Deconversion) of the ASP Services Exhibit shall apply to the eBill Distribution Services provided under this Schedule.

5. Fiserv's Obligations.
   (a) Fiserv will accept or decline User enrollment requests within the Fiserv Network based upon enrollment eligibility communicated by Client on a User by User basis. Fiserv will create and maintain a database of enrolled Users, and provide Client a list of User enrollments on a mutually agreed basis in Fiserv's standard format.
   (b) Fiserv will make i) Client-provided bill summary information and ii) a Client-provided URL linking to the Client-hosted .pdf or other copy of the full bill, or a Fiserv-provided URL linking to the

Fiserv-hosted .pdf or other copy of the full bill, available to enrolled Users via the Fiserv Network no later than 11:59 PM the next business day (all times Eastern) following the day Fiserv receives a useable billing file. In both instances in (ii) above, the .pdf or other copy of the full bill will be provided by Client.

(c) Fiserv will receive transmitted bill summary files in a mutually agreed upon format from Client, will acknowledge the receipt thereof in a mutually agreed manner, and will notify Client within one (1) business day if a received bill summary file proves unusable.

(d) Upon commencement of the Bill Discovery Service, Fiserv will use billing data provided by Client to identify eligible Users who have opted-in to the Bill Discovery Service via the Fiserv Network. Fiserv will notify such Users that Client is an eligible payee, and will add Client to the User's payee list upon the User's confirmation. In the event the User elects to receive eBills for Client, Fiserv will make the User's eBill available through the Service as detailed above.

(e) Fiserv will provide mutually agreed Bill Alerts to all Users who 1) are receiving eBills via the eBill Distribution Service or 2) have added Client as a payee via the Bill Discovery Service.

6. Client's Obligations.

(a) Prior to providing any User data to Fiserv, Client will obtain any User consents, and provide any notifications to Users, that are required by law, regulation, or Client's agreement with the User for Fiserv to access and use such data in connection with the eBill Distribution Services.

(b) Client shall determine which Users are eligible to use the eBill Distribution Services and will identify only such Users as eligible Users for enrollment purposes, whether via an eligible User data file, a response to Fiserv for User enrollment requests, or otherwise. Client shall promptly notify Fiserv in the event a User, whether enrolled or identified as eligible to enroll, becomes ineligible to use the eBill Distribution Services.

(c) Client acknowledges that Users accessing the eBill Distribution Services are required to agree and accept the Terms and Conditions of the eBill Distribution Services within the Fiserv Network.

(d) Client agrees that potential Users may access the eBill Distribution Services through any and all endpoints in the Fiserv Network. Client will designate Users enrolled in the eBill Distribution Services on its internal billing systems, and Client, thereafter for so long as this Schedule remains in effect or until it has received instructions to the contrary from a User or it becomes aware that such a User is no longer eligible to receive the eBill Distribution Services, will deliver a User's bills electronically using the eBill Distribution Services.

(e) Client shall provide User data and bill summary data for all eligible Users to Fiserv, as further detailed in the Business Requirements Document agreed upon between the parties (the "BRD"). The BRD will specify the data fields, format, and timing specific to the provision of such data.

(f) Client agrees to promptly accept all enrollment requests from eligible Users. Client will provide daily enrollment responses to Fiserv.

(g) Notwithstanding anything to the contrary in the BRD, Client will provide its bill summary data and a URL (or a copy of the full bill if applicable) for enrolled Users to Fiserv at least four (4) business days prior to the date the User must receive the bill under applicable laws, rules and regulations (including without limitation the required number of days prior to the due date of the bills), and in any event at least ten (10) business days prior to the due date of the bill. Client will waive all applicable late payment fees for the User if the bill summary data and URL link, or bill summary data and full bill, are not delivered to Fiserv as set forth in this section.

(h) Client agrees to notify Fiserv no less than thirty (30) days prior to the effective date of any account number change impacting Users enrolled in the eBill Distribution Services. Notification should be submitted via a project request to Client's Fiserv account manager.

(i) Client will notify Fiserv as soon as possible, and in any event within six (6) business days (meaning Monday through Friday), when i) a User requests to terminate their enrollment in the eBill Distribution Services or ii) Client becomes aware that a User is no longer eligible to receive the eBill Distribution Services, so Fiserv may terminate the User's enrollment in the eBill Distribution Services. Client understands and agrees that such termination shall apply solely to eBills provided by Client, and shall not affect the User's access to other eBills within the Fiserv Network. For purposes of Client's receipt of Services under this Schedule, business day shall include, except for holidays, Monday through Thursdays.

7. Mutual Obligations.
   (a) Fiserv will not be responsible for providing equipment, software, or any facilities necessary to support Client's internal IT infrastructure. Client will be responsible for network connectivity between Client's site and Fiserv's data center (including the on-premises telecommunications and telecommunications-related equipment necessary to enable such network connectivity).
   (b) The parties will process data from each other promptly in a format mutually agreed upon at implementation and provide communication back to the other party promptly for any data that cannot be processed. All data, including but not limited to enrollments and deactivations, will be processed promptly by either party.
   (c) In the situation where an enrollment request for the Service is rejected by Client, Client agrees to identify the applicable Fiserv-provided rejection code, which Fiserv may then communicate to the User. Client and Fiserv will work together in good faith to decrease rejections of eligible Users.
   (d) The parties will utilize commercially reasonable efforts to maintain system uptime in connection with any Real Time Communication.
   (e) Easy Activation. If the parties wish to utilize the Easy Activation Program as a possible method of enrollment, Client will provide Fiserv a list of all eligible Users to be enrolled via Easy Activation, subject to the requirements in 6(b) above. For any User included in Easy Activation, Client agrees to deliver both paper bills and eBills to such User during a ninety (90) day trial period ("**Trial Period**"), upon which time the User may elect to continue to receive eBills by enrolling in the eBill Distribution Service. Fiserv agrees not to charge Client for such Users' eBills during the Trial Period. For Users who do not elect to enroll in the eBill Distribution Services at the end of the Trial Period, Fiserv will discontinue delivery of eBills at the end of the Trial Period, and Client will continue to deliver paper bills to the User. If the User does enroll in the eBill Distribution Services at the end of the Trial Period, Fiserv will invoice Client for all subsequent eBills for such User.

8. Customer Notice.
   (a) Client agrees to communicate and promote the availability of the Service to its eligible customer base at a minimum, two (2) times per year. Typically, usage results are optimized by communicating options on an ongoing basis, using a variety of different promotional methods. Client agrees to use promotional methods such as, but not limited to, prominent website messaging, statement messaging, bill inserts, email/direct mail campaigns and sweepstakes. Fiserv's adoption marketing consultants will provide strategic planning support, best practice targeting and messaging recommendations, and execution support as mutually agreed upon between Client and Fiserv. Client agrees to provide Fiserv with examples of executed marketing programs at Fiserv's request. Fiserv agrees to provide communication and promotion examples at Client's request.
   (b) Fiserv (itself and through the Fiserv Network) shall have the right to reasonably display the names and logos of Client in connection with the eBill Distribution Services.

9. Exclusivity. Intentionally Left Blank

10. e-Care Biller Care System.
   (a) Fiserv will provide Client with access to Fiserv's e-Care Biller Care system, which is a web-based application containing eBill Distribution Services related information.
   (b) Client is responsible to address all User inquiries regarding the eBill Distribution Services directly with the Users.
   (c) Fiserv shall provide Client's designated security administrator with an administrator account which will allow Client to use the e-Care Biller Care system and establish and manage Client user credentials and access during the Term of this Schedule. Client shall be responsible for maintaining the security of the administrator account and user credentials, and for Client's users' access to and use of the e-Care Biller Care system.
   (d) Client will provide information about the User's use of the eBill Distribution Services to Fiserv upon Fiserv's reasonable request. Client acknowledges that Fiserv is requesting such information on behalf of the User, and Client agrees to provide the requested information to Fiserv in a timely manner.

Attachment 1 to eBill Distribution Services Schedule

Fees for eBill Distribution Services

Implementation Fee. N/A

1. eBill Distribution Service Fees for all eBill delivery channels (Ex. Biller Direct and FI).

(a) Transaction Fee Per eBill: $0.26

(b) Monthly Service Fee: $0.00

Note: With each invoice, a summary breakdown of all transaction costs will be provided.

2. Development Fees. Any post-implementation development, maintenance, alterations, changes and/or additional requests, and any Client requested data preparation and/or reporting will be charged at the rate of $275 per hour unless otherwise agreed in writing. All such projects and requests will be subject to Fiserv's approval, which will be documented in a Statement of Work which shall be executed by the parties prior to the completion of any work.

5. Miscellaneous Fees: (if applicable)

VPN Communication Fees.

Installation Fee:	$0
Hardware & Shipping Fee	$1,800
Monthly Maintenance Fee:	$420

VPN communication fees are per Client implementation. If Client requires higher capacity hardware or non-standard services not included as part of Fiserv's standard VPN model, additional monthly fees will apply.

WALK-IN SERVICES SCHEDULE

TO ASP SERVICES EXHIBIT

This Walk-In Services Schedule to the ASP Services Exhibit (this "**Schedule**") is by and between Client and Fiserv's subsidiary **CheckFreePay Corporation**, on behalf of itself and its subsidiaries CheckFreePay Corporation of New York and CheckFreePay Corporation of California (collectively, "**CheckFreePay**"). This Walk-In Services Schedule is hereby incorporated into and subject to the terms and conditions of the Master Agreement dated January 1, 2024, (the "**Agreement**") by and between Fiserv and Client, and is effective as of January 1, 2024 (the "**Schedule Effective Date**").

The parties acknowledge and agree that the Walk-In Services provided hereunder shall be performed by CheckFreePay. Any terms and conditions in this Schedule that modify or change the terms and conditions of the Agreement shall apply to this Schedule only. If this Schedule conflicts with the Agreement, the terms of this Schedule shall control solely as it relates to the Walk-In Services being provided under this Schedule.

1. Walk-In Services. Client hereby appoints CheckFreePay as its exclusive provider of Walk-In Services described in this Schedule. CheckFreePay agrees to provide Client with a single implementation of the Walk-In Services, through which CheckFreePay, through its Agent Network, will accept Customer Payments on behalf of Client, process Customer Payment Data, and report and remit Customer Payment Funds to Client (the "**Walk-In Services**"), as described more specifically herein.

2. Attachments. The following attachments are attached hereto and incorporated by reference herein:
   Attachment 1 – Fees for Walk-In Services

3. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement. The following additional defined terms shall apply to this Schedule:
   (a) **ACH.** A type of Electronic Fund Transfer ("**EFT**"), in which authorized debit and/or credit transactions are sent through an Automated Clearing House network for payment purposes. ACH payments are funded by a savings or checking account on the ACH network.
   (b) **Agent**. The companies recruited and trained by CheckFreePay or its Third Party Processor to collect of Bill Payments from Customers at Payment Outlets, as further described in this Schedule. Agents may also perform walk-in bill payment services for other CheckFreePay (or Third Party Processor) clients pursuant to separate agreements with CheckFreePay (or Third Party Processor).
   (c) **Agent Network**. CheckFreePay's (and its Third Party Processors') network of Agents and Payment Outlets.
   (d) **Bill Payment**. A payment that is owed to Client by a Customer on a periodic basis.
   (e) **Client's Bank Account**. The bank account specified by Client to receive Client's Customer Payments.
   (f) **Close-out Transmission**. A daily electronic transmission file uploaded to CheckFreePay, at the time required by CheckFreePay and its clients, containing Customer Payment Data, balanced by Agent.
   (g) **Convenience Fee**. The fee charged by Client to the Customer for each Bill Payment as set forth in Attachment 1.
   (h) **Customer**. A consumer that walks in to a Payment Outlet to make a Bill Payment to Client.
   (i) **Customer Payment**. Cash remitted in conjunction with a Bill Payment transaction within the Agent Network. Some Payment Outlets may accept other payment types (debit card, store gift card, etc.) and remit to CheckFreePay as cash.
   (j) **Customer Payment Data**. Information pertaining to Bill Payments received at a Payment Outlet and processed through CheckFreePay.
   (k) **Customer Payment Funds**. Customer Payments plus any associated Customer fees for the Bill Payment.
   (l) **Memo File**. Electronic report to Client of Customer Payment Data processed through CheckFreePay prior to the daily Production File. Except for Client's "Real Time" transmissions, Memo File transmissions are made at times designated by CheckFreePay
   (m) **Payment Outlet**. The physical location operated by CheckFreePay, a Third Party Processor, or an Agent where the Walk-In Services are available to Customers.
   (n) **Production File.** The daily transaction file containing consolidated Customer Payment Data collected from all Agents' Close-out Transmissions.

(o) **Real Time Connection**. A connectivity method which may be used by CheckFreePay and Client, as applicable, to enable Payment Outlets to validate a Customer Account Number and/or provide a payment notification at the time a Customer Payment is initiated. The Real Time Connection exists from the Agent's system to CheckFreePay to the Client.

(p) **Third Party Processor**. A third party contracted with CheckFreePay to provide Walk-In Services through such party's own network of Agents and Payment Outlets. The obligations attributable to CheckFreePay herein will be performed by CheckFreePay or its Third Party Processor.

4. Term; Termination. Unless otherwise set forth in an applicable Schedule to this Exhibit, the initial term of Services provided hereunder shall end 3 years from the Schedule Effective Date ("Initial Term"). Unless written notice of non-renewal is provided by either party at least 180 days prior to expiration of the Initial Term or any renewal term, the Services shall automatically renew for up to two additional term(s) of 1 year each. All provisions of Section 7 (Term and Termination; Deconversion) of the ASP Services Exhibit shall apply to the Walk-In Services provided under this Schedule.

5. CheckFreePay's Obligations.
   (a) CheckFreePay shall select and manage Payment Outlets and/or Agents to provide the Walk-In Services and shall be the sole contact for Client with respect to the Agents.
   (b) CheckFreePay shall direct each Agent to charge the Customer a Convenience Fee (if applicable) and provide that Customer with a printed receipt generated at the time of the transaction.
   (c) CheckFreePay will send Customer information directly to Client for validation via the Real Time Connection, validate Customer information against the MAM file, or validate Customer information against mutually agreed-upon Billing Account Number characteristics to validate the applicable Customer account as eligible for payment.
   (d) On each business day, CheckFreePay shall consolidate and transmit Memo File(s), as applicable, and a Production File to Client or Payment Concentrator. The Production File shall include all Close-out Transmissions that have been transmitted from the Payment Outlets to CheckFreePay up to one hour prior to the time the Production File is scheduled to be sent to Client.
   (e) CheckFreePay shall transfer Customer Payments to Client regardless of whether or not CheckFreePay has collected such funds from Agents. All Customer Payments collected by Agents from Client's Customers and proceeds thereof are the exclusive property of Client upon collection by the Agents. Neither Agents nor CheckFreePay shall have any ownership interest in any Customer Payment or proceeds thereof.
   (f) CheckFreePay shall promptly adjust any inaccuracy in the Production Files and process an adjustment via ACH transfer – debit or credit, as applicable ("**Adjustment**") within three (3) Business Days of becoming aware of the error. The dollar amount of Adjustments will vary. Reasons for Adjustments include, but are not limited to: Returned Items, hereinafter defined, Missing Payments, hereinafter defined, Customer Payments entered twice, incorrect payment amount, incorrect payee, and/or incorrect payment type. Upon Client's request, CheckFreePay will use reasonable efforts to provide proof of payment or other related documentation in connection with an Adjustment.
   (g) Client shall, within ninety (90) days from the date of a particular Customer Payment, notify CheckFreePay of any dispute by Client or Customer in connection with such payment (a "**Disputed Item**") and CheckFreePay shall, within thirty (30) days of receipt of such notification, research and attempt to resolve the Disputed Item, and shall use reasonable efforts to provide related documentation for such Disputed item.

6. Client's Obligations.
   (a) Client grants CheckFreePay the right to, as applicable, ACH transfer – debit or credit Client's Bank Account the amount of the Customer Payments, and any applicable fees or other amounts owed CheckFreePay or Client hereunder, (except with respect to such Fees or other amounts to be invoiced monthly, as applicable) as set forth in this Schedule.
   (b) Receipt by CheckFreePay of funds in valid legal tender on behalf of Client shall constitute payment to Client, and Client shall promptly post all Customer Payments received through the Walk-In Services.
   (c) Client agrees to provide current Customer information through real-time access to Client's systems, or by delivering a MAM file to Fiserv, as mutually agreed by the parties, to CheckFreePay for use in validating Customer accounts for payment. Client shall not validate for payment any Customer account that is in default status under applicable law.

(d) Client shall notify CheckFreePay immediately if Client fails to receive a readable Memo File and/or Production File(s).
(e) Client shall communicate to CheckFreePay when Client cannot process Customer Payment Data contained in the Production File or any Memo Files.
(f) Client agrees that during the Term and for a period of one (1) year thereafter, Client will not, either alone or in concert with others, directly or indirectly solicit, entice, induce or encourage any Agent to process walk-in bill payments for Client.
(g) Client agrees to provide CheckFreePay (3) month's written notice prior to any material changes to bill stub (such that may impact CheckFreePay's ability to process payments accurately and timely), and provide to CheckFreePay new bill stub samples for quality assurance testing.
(h) Client will supply CheckFreePay with appropriate data to assist in deploying the Walk-In Services, marketing the Walk-In Services, and ensuring appropriate Agent coverage. Client will provide, at a minimum, a list of zip codes the Client serves as well as Customer counts in each zip code.
(i) Client agrees to cooperate fully with CheckFreePay in support of resolving Adjustments, Missing Payments and Disputed Items.
(j) Client shall provide CheckFreePay six (6) weeks' advance written notice if Client intends to perform any scheduled maintenance on its systems that may impact CheckFreePay's or the Agents' ability to perform the Services as set forth herein.
(k) Client shall promptly, but no later than two business days following receipt thereof, forward to CheckFreePay (for investigation, resolution and/or response) any written complaints received by Client relating to the Walk-In Services. Client shall also notify CheckFreePay of any litigation or other legal proceedings filed or brought against Client relating to the Walk-In Services, which notification shall include a copy of any documentation provided or available to Client with respect to the litigation or proceedings, which must be provided to CheckFreePay within two business days of receipt, as well as a description of Client's position with respect to the matter, which must be provided within a reasonable period after filing of the applicable complaint but no later than twenty (20) business days thereafter.

7. Mutual Obligations.
(a) Using the mutually agreed upon procedures, CheckFreePay and Client will use commercially reasonable efforts to respond to research requests from each other involving Customer Payments within three (3) business days provided that sufficient information is provided by the requesting party to perform such research.

8. Marketing.
(a) Client agrees to communicate and promote the availability of the Walk-In Services to its entire customer base. Typically, usage results are optimized by communicating options on an ongoing basis, using a variety of different promotional methods, such as, but not limited to, prominent website messaging, statement messaging, bill inserts, email/direct mail campaigns and sweepstakes. Client agrees to provide CheckFreePay with examples of executed marketing programs at CheckFreePay's request.
(b) CheckFreePay shall have the right to reasonably display the names and logos of Client in connection with CheckFreePay's presentation of Walk-In Services to Customers and for other reasonable business purposes after consultation with and approval by Client.
(c) Client agrees to add permanent messaging about the availability of the Walk-In Service and a link to CheckFreePay's agent locator on its website where billing and payment options are provided.
(d) Client agrees to communicate the availability of the Walk-In Service on equal footing with any other third party provider of substantially similar services.

9. Additional Terms.
(a) Relationship of the Parties. Client hereby authorizes CheckFreePay to act on Client's behalf for the purpose of accepting Customer Payments for remittance to Client. It is expressly agreed that the parties are independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture or agency. Neither party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other, without the prior consent of the other.
(b) Payment Concentrator Agreement. In the event Client enters into an agreement with CheckFreePay's Affiliate, Fiserv, to act as Client's Payment Concentrator as described herein, CheckFreePay shall establish such connectivity as required to deliver Production Files and Customer Payments

accordingly. In the event that Client's agreement with Fiserv terminates or expires for any reason prior to the end of the Schedule Term, Client agrees to participate in the redirection of certain communications to allow CheckFreePay to connect directly to Client as may be required for CheckFreePay to perform its duties as specified herein. CheckFreePay requires a minimum of one hundred twenty (120) days advance notice of such redirection in Schedule to avoid any interruption in the Walk-in Services.

(c) Agent Termination. Client may direct CheckFreePay, via e-mail or other written communication, to terminate a Payment Outlet within thirty (30) days of such notification for improper disclosure of Customer information to a third party. Client understands, acknowledges and agrees that an Agent, may at any time, upon thirty (30) days written notice to CheckFreePay, stop processing payments for Client. CheckFreePay shall promptly notify Client if it receives any such notice from an Agent.

(d) Missing Payments. In the event that any Customer Payments are stolen, lost, damaged, or destroyed ("**Missing Payments**") between the time of receipt of a Customer Payment by an Agent and transfer of the Customer Payment to Client's Bank Account, CheckFreePay shall be responsible for such Missing Payments to the extent set forth below. CheckFreePay shall notify Client of any Missing Payments within twenty-four (24) hours of such knowledge and agrees to cooperate fully with Client by providing Customer Payment Data pertaining to such Missing Payments. Client agrees to cooperate fully with CheckFreePay by providing names and addresses for all Customer accounts related to the Missing Payments. The sole liability of CheckFreePay shall be the value of the Customer Payment that has not already been remitted to Client.

10. Exclusivity. Intentionally Left Blank

11. Holidays, Weekends and Business Days.
    (a) When Federal Reserve holidays are observed, settlement funds and remittance files are designed to be included with the next business day's funds and files. The Federal Reserve holiday schedule may be found at: http://www.federalreserve.gov.
    (b) The Walk-In Services are designed to deliver reports and settled funds on business days defined as Monday, Tuesday, Wednesday, Thursday, and Friday. Funds shall be available two business days after the processing date. Transactions occurring after the close of business on Friday, on Saturday, and on Sunday are designed to be reported and included with Monday's business day transactions.

12. Compliance.
    (a) The parties will each comply with all laws, rules (including Network Rules), and regulations (collectively "Laws") that are applicable to their respective performance obligations under this Agreement. The parties further agree to provide reasonable assistance, as may be required by Law, to each other when one or the other is performing investigations pertaining to Bill Payment transactions hereunder, including but not limited to fraud or other regulatory purposes.
    (b) If CheckFreePay reasonably believes that the Walk-In Services, or Client's use of the Walk-in Services violates Law or industry standards, or otherwise poses a threat to CheckFreePay or any CheckFreePay systems (including without limitation any Fiserv System), security, equipment, processes, intellectual property or reputation ("Threatening Condition"), and if, in the reasonable and good faith determination of CheckFreePay, the Threatening Condition poses an imminent or actual threat (including without limitation regulatory investigation, inquiry or penalty), Client agrees that CheckFreePay may suspend any and all use of the Walk-In Service until such Threatening Condition is cured. CheckFreePay will promptly notify Client of such suspension and both parties will use reasonable efforts to cure or cause the correction of the Threatening Condition following such notice. CheckFreePay may terminate Client's use of the Walk-In Services without further requirement of notice if the Threatening Condition remains uncured more than thirty (30) calendar days after CheckFreePay notifies Client of the Threatening Condition.

13. Notices. All notices required or permitted under this Schedule shall be given pursuant to Section 12(g) of the Agreement and, with respect to CheckFreePay, such notices shall also be addressed to the following:

    CheckFreePay Corporation
    2900 Westside Parkway

Alpharetta, GA 30004
Attention: General Manager, Walk-In Payment Services

and to:

Fiserv Solutions, LLC
2900 Westside Parkway
Alpharetta, Georgia 30004
Attention: Counsel, Biller Solutions

IN WITNESS WHEREOF, the parties, each acting under due and proper authority have executed this Schedule as of the Schedule Effective Date above.

For Client:	**For CheckFreePay:**
LAS VEGAS VALLEY WATER DISTRICT	**CHECKFREEPAY CORPORATION**
By:_____	By:_____
Printed Name: John J. Entsminger	Printed Name: _____
Title: General Manager	Title: Authorized Signatory

Attachment 1

Fees for Walk-In Services

1. **Implementation Fee**. N/A

2. **Service Fees**. The Fees for each transaction/item are as follows:

   (a) **Transaction fees paid by Customer.** The following Convenience Fees shall be assessed to Customers on Client's behalf for each Bill Payment transacted:

   Convenience Fee: **maximum of 1.50 per transaction**

3. **Development Fees**. Any post-implementation development, maintenance, alterations, changes and/or additional requests, or Client requested data preparation and/or reporting will be charged at CheckFreePay's standard development rate of $275.00 per hour, unless otherwise agreed in writing. All such projects and requests will be subject to CheckFreePay's approval and Client's agreement to pay additional fees, which will be determined depending upon the nature of the project or request and agreed upon by executing a Statement of Work between the parties.

4. **Miscellaneous Fees** (**when applicable**):

   MAM File:

   Programming fee; invoiced when incurred. **$11,200**

   File storage, maintenance and updating; invoiced monthly. **$350 per month**

   The MAM (Mini Account Master) File is a type of file that Client will periodically, as agreed upon, send electronically to CheckFreePay to enable Agent verification of Customer account information at the time of transaction.