

## Noble Local School District Employee Benefit Plan

**Amendment No.:** 1

**Effective Date:** January 1, 2014

**Summary Plan Description:** Noble Local School District Employee Benefit Plan  
Dated: September 1, 2013

Pursuant to the Plan Sponsor's right to amend the Plan Document for Noble Local School District Employee Benefit Plan (the "Plan"), the Plan is hereby amended as follows:

**The following changes are effective January 1, 2014:**

**I. Within the above named Summary Plan Description, section titled ELIGIBILITY, FUNDING, EFFECTIVE DATE AND TERMINATION PROVISIONS, subsection PRE-EXISTING CONDITIONS is hereby DELETED in its entirety. Throughout the remaining above named Summary Plan Description, any references to Pre-Existing Conditions and Creditable Coverage are hereby DELETED in their entirety.**

**II. Within the above named Summary Plan Description, section titled SCHEDULE OF BENEFITS, subsection titled Deductibles/Copayments payable by Plan Participants third paragraph that starts "A copayment is the amount of money.." is hereby REVISED to read:**

A copayment is the amount of money that is paid each time a particular service is used. Typically, there may be copayments on some services and other services will not have any copayments. Copayments accrue toward the maximum out-of-pocket amount.

**III. The Subsection titled, "What factors should be considered when determining to elect COBRA continuation coverage? Under the Section titled "CONTINUATION COVERAGE RIGHTS UNDER COBRA" is deleted in its entirety and RESTATED as follows:**

**What factors should be considered when determining to elect COBRA continuation coverage?** You should take into account that a failure to continue your group health coverage will affect your rights under federal law. First, you can lose the right to avoid having pre-existing condition exclusions applied by other group health plans if there is more than a 63-day gap in health coverage and election of COBRA continuation coverage may help you avoid such a gap. However, effective January 1, 2014, there are limitations on a group health plan's imposition of pre-existing condition exclusions. Such exclusions will be prohibited in 2014 under the Affordable Care Act ("ACA").

Second, if you do not elect COBRA continuation coverage and pay the appropriate premiums for the maximum time available to you, you will lose the right to convert to an

individual health insurance policy, which does not impose such pre-existing condition exclusions. Effective January 1, 2014, under ACA, you may obtain individual health coverage by going to the Health Insurance Marketplace.

Finally, you should take into account that you have special enrollment rights under federal law (HIPAA). You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your Spouse's employer) within 30 days after Plan coverage ends due to a Qualifying Event listed above. You will also have the same special right at the end of COBRA continuation coverage if you get COBRA continuation coverage for the maximum time available to you.

**IV. The Subsection titled, “What is the election period and how long must it Last? Under the Section titled “CONTINUATION COVERAGE RIGHTS UNDER COBRA” is deleted in its entirety and RESTATED as follows:**

**What is the election period and how long must it last?** The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the Plan. The election period must begin no later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and ends 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage. If coverage is not elected within the 60 day period, all rights to elect COBRA continuation coverage are forfeited.

**Note:** If a covered Employee who has been terminated or experienced a reduction of hours qualifies for a trade readjustment allowance or alternative trade adjustment assistance under a federal law called the Trade Act of 2002, and the Employee and his or her covered Dependents have not elected COBRA coverage within the normal election period, a second opportunity to elect COBRA coverage will be made available for themselves and certain family members, but only within a limited period of 60 days or less and only during the six months immediately after their group health plan coverage ended. Any person who qualifies or thinks that he and/or his family members may qualify for assistance under this special provision should contact the Plan Administrator for further information about the special second election period.

The Trade Act of 2002 also created a tax credit for certain TAA-eligible individuals and for certain retired employees who are receiving pension payments from the Pension Benefit Guaranty Corporation (PBGC) (eligible individuals). Under the new tax provisions, eligible individuals can either take a tax credit or get advance payment of 65% of premiums paid for qualified health insurance, including continuation coverage. If you have questions about these new tax provisions, you may call the Health Coverage Tax Credit Consumer Contact Center toll-free at 1-866-628-4282. TTD/TTY callers may call toll-free at 1-866-626-4282. More information about the Trade Act is also available at [www.doleta.gov/tradeact](http://www.doleta.gov/tradeact). Effective January 1, 2014, you may be eligible for a new tax credit by purchasing coverage through the Health Insurance Marketplace.

- V. Within the Summary Plan Description for the above named Plan, section titled SCHEDULE OF BENEFITS, the MEDICAL BENEFITS SCHEDULE is hereby deleted in its entirety and REPLACED by the attached MEDICAL BENEFITS SCHEDULE, Effective January 1, 2014.

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Whereupon, to record the adoption of the foregoing, Noble Local School District, has caused this document to be executed, on its behalf on this 14<sup>th</sup> day of March, 2014.

PLAN SPONSOR:

Noble Local School District

Shonda Rice

By:

Treasurer

Title

**MEDICAL BENEFITS SCHEDULE**

January 1, 2014

|   | <b>NETWORK PROVIDERS</b> | <b>NON-NETWORK PROVIDERS</b> |
|---|--------------------------|------------------------------|
| <p><b>Note: The maximums listed below are the total for Network and Non-Network expenses. For example, if a maximum of 60 days is listed twice under a service, the Calendar Year maximum is 60 days total which may be split between Network and Non-Network providers.</b></p>                |                          |                              |
| <b>DEDUCTIBLE, PER CALENDAR YEAR</b>  |                          |                              |
| Per Covered Person  | \$125                    | \$250                        |
| Per Family Unit   | \$250                    | \$500                        |
| <p>The Network Calendar Year Deductible amounts will apply to the Out-of-Network Calendar Year Deductible amounts, and vice versa.</p>  |                          |                              |
| <p>The Calendar Year deductible is waived for the following <u>Network</u> Covered Charges:</p> <ul style="list-style-type: none"> <li>- Routine Well Child Care</li> <li>- Routine Well Adult Care</li> <li>- Surgical Sterilization</li> <li>- Services with a per visit copayment</li> </ul> |                          |                              |
| <b>COPAYMENTS</b>   |                          |                              |
| Physician visits  | \$10                     | n/a                          |
| Emergency Room  | \$75                     | \$75                         |
| Urgent Care Facility  | \$20                     | n/a                          |
| <b>MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR</b>  |                          |                              |
| Per Covered Person  | \$625                    | \$1,750                      |
| Per Family Unit   | \$1,750                  | \$5,000                      |
| <p>The Network Calendar Year Maximum Out-of-Pocket amounts will apply to the Out-of-Network Maximum Out-of-Pocket amounts, and vice versa.</p>  |                          |                              |
| <p>The Plan will pay the designated percentage of Covered Charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of Covered Charges for the rest of the Calendar Year unless stated otherwise.</p>  |                          |                              |
| <p>The following charges do not apply toward the out-of-pocket maximum.</p> <ul style="list-style-type: none"> <li>Precertification Penalties</li> <li>Amounts over the Usual and Reasonable Charge</li> </ul>  |                          |                              |
| <b>COVERED CHARGES</b>  |                          |                              |
| <b>Inpatient Hospital Services</b>  |                          |                              |
| Room, Board, and Miscellaneous expenses   | 100% after deductible    | 70% after deductible         |
| Intensive Care Unit   | 100% after deductible    | 70% after deductible         |
| <b>Outpatient Hospital Services</b>   |                          |                              |
| Surgical Facilities   | 100% after deductible    | 70% after deductible         |
| Other Outpatient Services   | 90% after deductible     | 70% after deductible         |
| <b>Emergency Room Visist (including related services)</b>   | 100% after copayment     | Paid Same as Network         |
| <b>Urgent Care</b>  | 100% after copayment     | 70% after deductible         |

|   | <b>NETWORK PROVIDERS</b>                                   | <b>NON-NETWORK PROVIDERS</b>                               |
|---|--|--|
| <b>Skilled Nursing Facility</b>   | 90% after deductible<br>30 days Calendar Year<br>maximum   | 70% after deductible<br>30 days Calendar Year<br>maximum   |
| <b>Physician Services</b>   |  |  |
| Inpatient visits  | 100% after deductible                                      | 70% after deductible                                       |
| Surgery   | 100% after deductible                                      | 70% after deductible                                       |
| Anesthesia  | 100% after deductible                                      | Same as In-Network   |
| Second Surgical Opinion   | 100% after deductible                                      | 70% after deductible                                       |
| Office visits (including all<br>related expenses)   | 100% after copayment                                       | 70% after deductible                                       |
| <b>Hemodialysis</b>   | 100% after deductible                                      | 70% after deductible                                       |
| <b>Diagnostic Testing (X-ray<br/>&amp; Lab)</b>   | 90% after deductible                                       | 70% after deductible                                       |
| Independent Laboratory<br>expenses  | 90% after deductible                                       | Paid Same as Network                                       |
| Radiology/pathology<br>interpretations  | 90% after deductible                                       | Paid Same as Network                                       |
| <b>Home Health Care</b>   | 90% after deductible<br>100 visit Calendar Year<br>maximum | 70% after deductible<br>100 visit Calendar Year<br>maximum |
| <b>Private Duty Nursing</b>   | 90% after deductible                                       | 70% after deductible                                       |
| <b>Hospice Care</b>   | 90% after deductible                                       | 70% after deductible                                       |
| <b>Jaw Joint/TMJ</b>  | 90% after deductible                                       | Not Covered  |
| <b>Occupational Therapy</b>   | 90% after deductible                                       | 70% after deductible                                       |
| <b>Speech Therapy</b>   | 90% after deductible                                       | 70% after deductible                                       |
| <b>Physical Therapy</b>   | 90% after deductible<br>30 visit Calendar Year<br>maximum  | 70% after deductible<br>15 visit Calendar Year<br>maximum  |
| <b>Acupuncture</b>  | 90% after deductible                                       | 70% after deductible                                       |
| <b>Spinal Manipulation/<br/>Chiropractic</b>  | 90% after deductible<br>20 visit Calendar Year<br>maximum  | 70% after deductible<br>10 visit Calendar Year<br>maximum  |
| <b>Mental Disorders/Substance Abuse</b>   |  |  |
| Paid based on the type of service(s) received   |  |  |
| <b>Preventive Care</b>  |  |  |
| Routine Well Adult Care   | 100%   | 100%   |
| Routine Well Child Care   | 100%   | 100%   |
| Includes, but not limited to: office visits, routine physical examination, laboratory tests, x-rays, and other preventive care services as required by law. |  |  |

|  | <b>NETWORK PROVIDERS</b> | <b>NON-NETWORK PROVIDERS</b> |
|--|--------------------------|------------------------------|
| <b>Surgical Sterilization</b>                  | 100%                     | Not Covered                  |
| <b>Organ Transplants</b>                       |                          |                              |
| Paid based on type of service(s) received      |                          |                              |
| <b>All Other Medical Services and Supplies</b> | 90% after deductible     | 70% after deductible         |

**Summary of Material Modification**  
To all Participants under the  
**Noble Local School District Employee Benefit Plan**

This is a Summary of Material Modifications (“SMM”) regarding the Noble Local School District Employee Benefit Plan (the “Plan”). This SMM supplements and amends the Summary Plan Description (“SPD”) previously provided to you. The effective date of the changes in this SMM is January 1, 2014, unless an alternative effective date is specified below. Please do three things:

- (1) Carefully read this SMM. If you have any questions, contact the Plan Administrator;
- (2) Keep this SMM with your Summary Plan Description; and
- (3) Mark the sections of your Summary Plan Description that have been changed, so when you look at that section of your Summary Plan Description, you will be reminded that the change described in this SMM has occurred.

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**If you have questions about this Summary of Material Modification or about the Plan, or need a copy of the Summary Plan Description, please check with your employer's benefits office.**

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