

**DREXEL UNIVERSITY**  
**POST-65 RETIREE HEALTH AND WELFARE PLAN**  
**AND**  
**SUMMARY PLAN DESCRIPTION**

As of January 1, 2011

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## INTRODUCTION

Drexel University (the “University”) maintains the Drexel University Post-65 Retiree Health and Welfare Plan (the “Plan”). This document describes the Plan as in effect as of January 1, 2012.

This document serves two important functions related to the Plan under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), a federal law applying to employee benefit plans:

- First, ERISA requires that employers provide eligible former employees with a description of the various benefit plans they maintain. Such information is to be included in a summary plan description (“SPD”) for each plan. This document, together with booklets, certificates and other descriptive material you have received from the University and the insurance companies, constitutes the SPD for the Plan.
- Second, ERISA requires that employee benefit plans be maintained pursuant to a written plan document. This document, together with the contracts entered into between the University and the insurance companies, constitutes the written plan document under ERISA.

**IMPORTANT: This description and the booklets, certificates and other descriptive material provided to you by the University and the various benefit providers are written in a manner that is intended to be easily understandable and to summarize the benefits available to you under the Plan. There may be other Plan materials (such as an insurance policy or other contractual agreement with a health care or other service provider) that contains more detailed provisions. Every effort has been made to ensure that all of these materials contain a consistent description of the Plan’s benefits. However, if there is any conflict or inconsistency between these materials, it is the Plan Administrator’s responsibility to interpret the conflicting provisions and determine what benefits will be provided under the Plan. Also, please keep in mind that the Plan, any changes to it, or any payments to you under its terms, does not constitute a contract of employment with the University and does not give you the right to be retained in the employment of the University. No one speaking on behalf of the Plan or the Plan sponsor can alter the terms of the Plan. You and your beneficiaries may obtain copies of the Plan and its related documents or examine these documents by contacting the Plan Administrator at the number and address set forth in the ADDITIONAL INFORMATION section of this document.**

## PURPOSE OF THE PLAN

The purpose of the Plan is to provide you (and your eligible spouse or same-sex domestic partner) with health and other benefits after your retirement from Drexel University. This Plan is designed to meet the group health plan exception under ERISA section 732(a). Benefits for retirees and their spouses/domestic partners prior to age 65 are described in the Drexel University Health and Welfare Plan.

## **ELIGIBILITY AND PARTICIPATION**

The following sections provide a general description of the Plan's eligibility and participation rules. Please keep in mind, however, that the booklets describing the specific benefits provided under the Plan may contain slightly different rules for determining eligibility status; these specific rules shall prevail over the general rules set forth in this booklet. If you have questions about your (or your spouse's or same-sex domestic partner's) eligibility status, you should check with your Human Resources benefits representative.

### **Eligible Retiree**

All faculty, administrative, professional and support staff who retire from the University with ten years of full-time consecutive service after the age of 45 are eligible to participate in the Plan once they reach age 65. Full-time status is determined in accordance with the University's personnel policies and practices in force at the time of the determination of eligibility. Except as provided in the following paragraph, the following individuals are ineligible to participate in the Plan: (1) part-time employees (*i.e.*, employees not considered "full-time"), (2) temporary employees, (3) those individuals who perform services for the University pursuant to an arrangement with a leasing organization, including but not limited to "leased employees," (4) those individuals who are not on the University payroll (such as consultants and independent contractors), whether or not they are later determined to be employees of the University, and (5) other non-regular employees as determined in accordance with the University's personnel policies and practices.

### **Eligible Spouse/Same-Sex Domestic Partner**

Your spouse or same-sex domestic partner of record at the time of your retirement is eligible for benefits under this Plan. If you predecease your spouse or partner, and your spouse or partner is enrolled in this Plan at the time of your death, he or she will be eligible to continue coverage under the Plan. If your spouse or partner thereafter terminates coverage under the Plan, he or she cannot reenroll in the Plan. If your spouse or partner of record at the time of your retirement predeceases you, a new spouse or partner is not eligible for coverage under this Plan.

If you are eligible for benefits under this Plan, but your spouse or same-sex domestic partner has not yet attained age 65 at the time of your retirement from the University, your spouse or partner will remain covered under the Drexel University Health and Welfare Plan until age 65.

### **Participation**

If you are an eligible retiree, you may elect to participate in the Plan as of the first of the month following the later of your retirement date or your attainment of age 65. To become a participant, you must follow the enrollment process prescribed by the Plan Administrator and authorize and pay any required contribution(s). Once you make an election to participate in the Plan, you may change that election only (1) if you have a change in status, as described below under CHANGING YOUR ELECTION, or (2) during an open enrollment period at then applicable rates. If you fail to make an election for health coverage when first eligible, you can only enroll at the next open enrollment period or following a change in status. If you fail to make an election for health coverage during the open enrollment period preceding any

subsequent Plan Year, you will be deemed to have elected to maintain the same health coverage elections (at then applicable rates). Therefore, it is extremely important that you enroll in the Plan within the time period prescribed by the Plan Administrator.

If you do not enroll in the Plan when first eligible, or disenroll after receiving coverage under the Plan for a certain period of time, you will only be allowed to enroll or reenroll upon providing documentation to the University to demonstrate that you were continuously covered in another health plan (other than Medicare) in the interim.

## **CESSATION OF PARTICIPATION**

### **Cessation of Participation for Eligible Retirees**

Participation under the Plan (or any health option under the Plan, if applicable) will terminate as of the first to occur of the following:

- the date on which the Plan terminates,
- the date on which you cease to be an eligible retiree,
- the first day of any Plan Year in which you elect not to participate,
- the date as of which you fail to make a required contribution, or
- the date as of which you revoke your election of coverage, as described below under **COVERAGE OPTIONS AND ENROLLMENT**.

### **Cessation of Participation for Eligible Spouses and Same-Sex Domestic Partners**

Participation under the Plan (or any health option under the Plan, if applicable) will terminate as of the first to occur of the following:

- the date as of which the eligible spouse or same-sex domestic partner ceases to be covered by the Plan (or health option),
- the date on which the Plan terminates,
- the last day of the month in which the spouse or partner ceases to meet the applicable definition of spouse,
- the first day of any Plan Year in which spouse or partner coverage is not elected,
- the date as of which the eligible employee's spouse or partner fails to make a required contribution, or
- the date as of which the eligible employee's spouse or partner revokes an election of spousal coverage, as described below under **COVERAGE OPTIONS AND ENROLLMENT**.

## **COST OF COVERAGE**

The University shares the cost of coverage for medical plan options under this Plan with eligible retirees. You must pay the difference between the monthly cost for the health plan in which you are enrolled and the University's retiree allowance (currently up to \$400 per month for an eligible retiree and up to an additional \$400 a month for his or her spouse or same-sex domestic

partner). The University sets the level of any retiree contributions. The University reserves the right to change the level of retiree contributions at any time.

You must pay the entire cost of dental and/or vision coverage under this Plan.

## **COVERAGE OPTIONS AND ENROLLMENT**

During each annual open enrollment period, you will be given the opportunity to make your benefit choices for the upcoming Plan Year (January 1 through December 31). Except as otherwise determined by the University, if you do not elect to change your selection from the previous year, the University assumes that you want to continue under the same option(s), subject to the payment of the applicable contribution(s). The availability of a particular option may be governed by an insurance contract or other provider agreement that contains specific eligibility guidelines or other criteria not specifically mentioned in this booklet.

Generally, you may not make changes to your coverage elections during the Plan Year. (This restriction is due to requirements under federal law.) You may make a change to an election that is on account of and consistent with one of the events described below. If you have a change in work status - sometimes referred to as a “Life Event” - or under certain other circumstances, you may join, re-join, or opt out of coverage, if you notify the University within 31 days of the change (31 days in some cases, as described in separate written materials). The following list describes circumstances that may permit you to make a mid-year election change.

If one or more of the following Life Events occur, you may revoke your old election during the year and make a new election; provided, that both the revocation and new election are on account of and correspond with the Life Event (as described below). Those occurrences that qualify as Life Events include the events described below, as well as any other events that the Plan Administrator determines are permitted under applicable regulations:

- Change in Marital Status - a change in your legal marital status (such as legal separation, annulment, divorce or death of your spouse),
- Change in Employment Status - any of the following events that change the employment status of you or your spouse that affects benefit eligibility under an another employee benefit plan of you or your spouse. Such events include any of the following changes in employment status: termination or commencement of employment; switching from part-time to full-time or vice versa; or any other similar change that makes the individual become (or cease to be) eligible for a particular benefit under the plan,
- Change in Residence - a change in your or your spouse’s place of residence.

If a Life Event occurs, you must inform the Plan Administrator within 31 days of the Life Event. Your coverage change will be effective on the first day of the month after you provide timely notice to the Plan Administrator.

If you wish to change your election based on a Life Event, you must establish that the revocation of your existing election and the new election are on account of and correspond with the Life Event. The Plan Administrator (in its sole discretion) shall determine whether a requested

change is on account of and corresponds with a Life Event, as described in applicable regulations. As a general rule, a desired election change will be found to be consistent with a Life Event if the event affects coverage eligibility and the change responds to that election change. In addition, you must also satisfy the following specific requirements in order to alter your election based on the Life Event:

- Life Event Involving Coverage Eligibility Under Another Plan - For a Life Event in which you or your spouse gain eligibility for coverage under another employer's plan as a result of a change in your marital status or a change in your or your spouse's employment status, your election to cease or decrease coverage for that individual under the Plan would correspond with that Life Event only if coverage for that individual becomes effective or is increased under the other employer's plan.

***Change in Coverage.*** If the Plan Administrator notifies you that your coverage under the Plan will be *significantly* curtailed during the Plan Year, you may revoke your election and elect coverage under another plan option that provides similar coverage. You may also revoke your election if there is a *significant* curtailment that amounts to a loss of coverage (e.g., an HMO ceases to be available) and there is no other benefit option that provides similar coverage. However, if there is a *significant* curtailment that does not amount to a loss of coverage (e.g., an increase in deductibles or co-payments), you may not drop your coverage but only switch to a similar coverage. Also, if during the Plan Year the Plan adds or eliminates a benefit option, you may elect the newly-added option or elect another benefit option (when a Plan option has been eliminated). Additionally, you may make an election change when there is a significant improvement in coverage provided under an existing benefit option. Finally, you may make an election change that is on account of and corresponds with a change made under the plan of your spouse's or former spouse's employer, so long as: (a) his or her employer's plan permits its participants to make an election change permitted under applicable regulations; or (b) the plan year of the other plan is other than January 1 - December 31.

Except as provided in the last two items above, in no event are you permitted to change health insurance providers during the Plan Year. Such a change may take place only during the annual open enrollment period prior to each Plan Year.

## **BENEFITS**

This section briefly summarizes the health and other benefits available under the Plan and describes some important rules regarding your annual elections under the Plan. For a more complete description of the benefits available under each coverage option, please refer to the separate descriptive booklets that you have received from the insurance companies and HMOs.

### **Medical Benefits**

You are given a choice of medical coverage options that supplement Medicare coverage. This Plan only pays secondary to Medicare. Thus, you should also enroll and pay the cost of Medicare Part B.

If you enroll in one of the medical coverage options under the Plan, you automatically receive prescription drug benefits. You cannot receive prescription drug benefits under this Plan and a stand alone Medicare Part D prescription drug plan. Upon enrollment in this Plan, any stand alone Medicare Part D coverage will be automatically cancelled.

Decisions on Health Care. The Plan's health care benefits provide solely for the payment of certain health care expenses. All decisions regarding health care will be solely the responsibility of each covered individual in consultation with the personal health care provider selected by the individual. The Plan and any applicable insurance contracts contain rules for determining the percentage of allowable health care expenses that will be reimbursed and whether particular treatments or health care expenses are eligible for reimbursement. The covered individual in accordance with the Plan's claims procedure may dispute any decision with respect to the level of health care reimbursement, or the coverage of a particular health care expense. Each covered individual may use any source of care for health treatment and health coverage as selected by such individual, and neither the Plan nor the University will have any obligation for the cost or legal liability for the outcome of such care, or as a result of a decision by a covered individual not to seek or obtain such care, other than liability under the Plan for the payment of covered expenses.

Privacy and Security of Health Information. The receipt, use and disclosure of protected health information, as well as the security of protected health information transmitted electronically, is governed by regulations issued under the Health Insurance Portability and Accountability Act (commonly referred to as "HIPAA"). In accordance with these regulations, the Plan Administrator, certain employees working with, and on behalf of, the Plan and the Plan's business associates may receive, use and disclose protected health information in order to carry out the payment, treatment and health care operations under of the Plan. These entities and individuals may use protected health information for such purposes without your authorization. If your protected health information is used or disclosed for any other purpose (other than as specifically required or authorized under HIPAA), the Plan must first obtain your written authorization for such use or disclosure. Refer to Appendix B and the Plan's Privacy Notice for more information on medical records privacy. The Privacy Notice is available for examination on the University Web site or at the Human Resources Department.

### ***Dental and Vision Benefits***

You can elect to receive dental and/or vision benefits under this Plan. The cost of these benefits are paid entirely by you and your spouse (if applicable).

### ***Life Insurance Benefits***

The University provides you with a life insurance benefit of \$4,500. The cost of this benefit is paid entirely by the University.

## ***Tuition Remission***

Tuition remission coverage is available for you, your spouse and your dependent children at the level you were entitled to on the date of your retirement. Please refer to the University's Tuition Remission Policy for further information on requirements, restrictions and the application procedure for tuition remission.

## **CLAIMS AND APPEALS PROCEDURES**

The booklets and other materials that describe a particular benefit under the Plan generally will contain a specific set of claims and appeals procedures that you must follow to make a claim to receive that particular benefit and/or to appeal a denied claim for that particular benefit. Although these separate claims and appeals procedures will be very similar in most respects, there may be important differences. As such, you should follow the specific claims and appeals procedures for a particular benefit very carefully. If the booklets and other materials that describe a particular benefit do not contain a specific set of claims and appeals procedures, the Plan's default procedures as described below will apply. If you have any questions about which set of claims and appeals procedures to follow or any other questions about making a claim, you should contact the Plan Administrator immediately.

For purposes of this section of the SPD describing the Plan's default claims and appeals procedures, the Plan Administrator (or any third party to whom the Plan Administrator has delegated the authority to review and evaluate claims, such as an insurance company shall be referred to as the "Claims Administrator" at the initial claim level and the "Appeals Administrator" at the appeal level. Refer to Appendix A for details.

A request for benefits is a "claim" subject to these procedures only if you or your authorized representative file it in accordance with the Plan's claim filing guidelines. In general, claims must be filed in writing (except urgent care claims, which may be made orally) with the applicable provider identified in Appendix A. Any claim that does not relate to a specific benefit under the Plan (for example, a general eligibility claim) must be filed with the Plan Administrator at the address set forth in the "Additional Information" section below. A request for prior approval of a benefit or service where prior approval is not required under the Plan is not a "claim" under these rules. Similarly, a casual inquiry about benefits or the circumstances under which benefits might be paid under the Plan is not a "claim" under these rules, unless it is determined that your inquiry is an attempt to file a claim. If a claim is received, but there is not enough information to allow the Claims Administrator to process the claim, you will be given an opportunity to provide the missing information.

If you want to bring a claim for benefits under the Plan, you may designate an authorized representative to act on your behalf so long as you provide written notice of such designation to the Claims Administrator and/or the Appeals Administrator identifying such authorized representative. In the case of a claim for medical benefits involving urgent care, a health care professional who has knowledge of your medical condition may act as your authorized representative with or without prior notice.

## Claims Not Involving Health Benefits

**IMPORTANT: The procedures set forth below do not apply to tuition remission benefits.**

In the case of a claim involving life insurance benefits, initial claims for benefits under the Plan shall be made by you in writing to the Claims Administrator.

- Time Periods for Responding to Initial Claims - If you bring a claim for benefits under the Plan, the Claims Administrator will respond to you within 90 days after receipt of the claim. If the Claims Administrator determines that an extension is necessary due to matters beyond the control of the Plan, the Claims Administrator will notify you within the initial 90-day period that the Claims Administrator needs up to an additional 90 days to review your claim. The Claims Administrator will notify you within the initial 45-day period that the Claims Administrator needs up to an additional 30 days to review your claim.
- Notice and Information Contained in Notice Denying Initial Claim - If the Claims Administrator denies your claim (in whole or in part), the Claims Administrator will provide you with written notice of the denial. This notice will include the following:
  - *Reason for the Denial* - the specific reason or reasons for the denial;
  - *Reference to Plan Provisions* - reference to the specific Plan provisions on which the denial is based;
  - *Description of Additional Material* - a description of any additional material or information necessary for you to perfect your claim and an explanation as to why such information is necessary;
  - *Description of Any Internal Rules* - in the case of any claim involving disability benefits, a copy of any internal rule, guideline, protocol, or other similar criterion relied upon in making the initial determination or a statement that such a rule, guideline, protocol, or other criterion was relied upon in making the determination and that a copy of such rule will be provided to you free of charge at your request; and
  - *Description of Claims Appeals Procedures* - a description of the Plan's appeals procedures and the time limits applicable for such procedures (such description will include a statement that you are eligible to bring a civil action in Federal court under Section 502 of ERISA to appeal any adverse decision on appeal).
- Appealing a Denied Claim for Benefits - If the Claims Administrator denies your initial claim for benefits, you may appeal the denial by filing a written request with the Appeals Administrator within 60 days (180 days in the case of a claim involving disability benefits) after you receive the notice denying your initial claim for benefits. If you decide to appeal a denied claim for benefits, you will be able to submit written comments, documents, records, and other information relating to your claim for benefits

(regardless of whether such information was considered in your initial claim for benefits) to the Appeals Administrator for review and consideration. You will also be entitled to receive, upon request and free of charge, access to and copies of, all documents, records and other information that is relevant to your appeal.

- Time Periods for Responding to Appealed Claims - If you bring a claim for benefits under the Plan, the Claims Administrator will respond to you within 60 days (45 days in the case of a claim involving disability benefits) after receipt of the claim. If the Claims Administrator determines that an extension is necessary due to matters beyond the control of the Plan, the Claims Administrator will notify you within the initial 60-day period that the Claims Administrator needs up to an additional 60 days (45 days in the case of a claim involving disability benefits) to review your claim.
- Notice and Information Contained in Notice Denying Appeal - If the Appeals Administrator denies your claim (in whole or in part), the Appeals Administrator will provide you with written notice of the denial. This notice will include the following:
  - *Reason for the Denial* - the specific reason or reasons for the denial;
  - *Reference to Plan Provisions* - reference to the specific Plan provisions on which the denial is based;
  - *Statement of Entitlement to Documents* - a statement that you are entitled to receive, upon request and free of charge, access to and copies of, all documents, records and other information that is relevant to your claim and/or appeal for benefits;
  - *Description of Any Internal Rules* - in the case of a claim involving disability benefits, a copy of any internal rule, guideline, protocol, or other similar criterion relied upon in making the appeal determination or a statement that such a rule, guideline, protocol, or other criterion was relied upon in making the appeal determination and that a copy of such rule will be provided to you free of charge at your request; and
  - *Statement of Right to Bring Action* - a statement that you are entitled to bring a civil action in Federal court under Section 502 of ERISA to pursue your claim for benefits.

The decision of the Appeals Administrator shall be final and conclusive on all persons claiming benefits under the Plan, subject to applicable law. If you challenge the decision of the Appeals Administrator, a review by a court of law will be limited to the facts, evidence and issues presented during the claims procedure set forth above. The appeal process described herein must be exhausted before you can pursue the claim in federal court. Facts and evidence that become known to you after having exhausted the appeals procedure may be submitted for reconsideration of the appeal in accordance with the time limits established above. Issues not raised during the appeal will be deemed waived.

## Claims Involving Health Benefits

In the case of a claim involving health benefits (medical, dental or vision), initial claims for benefits under the Plan shall be made by you in writing to the Claims Administrator.

- Types of Claims - There are several different types of claims that you may bring under the Plan. The Plan's procedures for evaluating claims (for example, the time limits for responding to claims and appeals) depend upon the particular type of claim. The types of claims that you generally may bring under the Plan are as follows:
  - *Pre-Service Claim* - A "pre-service claim" is a claim for a particular benefit under the Plan that is conditioned upon receiving *prior* approval in advance of receiving the benefit. A pre-service claim must contain, at a minimum, the name of the individual for whom benefits are being claimed, a specific medical condition or symptom, and a specific treatment, service or product for which approval is being requested.
  - *Post-Service Claim* - A "post-service claim" is a claim for payment for a particular benefit or for a particular service after the benefit or service has been provided. A post-service claim must *contain* the information requested on a claim form provided by the applicable provider.
  - *Urgent Care Claim* - An "urgent care claim" is a claim for benefits or services involving a sudden and urgent need for such benefits or services. A claim will be considered to involve urgent care if the Claims Administrator or a physician with knowledge of your condition *determines* that the application of the claims review procedures for non-urgent claims (i) could seriously jeopardize your life or your health, or your ability to regain maximum function, or (ii) in your physician's opinion, would subject you to severe pain that cannot adequately be managed without the care or treatment that is the subject of the claim.
  - *Concurrent Care Review Claim* - A "concurrent care review claim" is a claim relating to the continuation/reduction of an *ongoing* course of treatment.
- Time Periods for Responding to Initial Claims - If you bring a claim for benefits under the Plan, the Claims Administrator will respond to your claim within the following time periods:
  - *Post-Service Claim* - In the case of a post-service claim, the Claims Administrator shall respond to you within 30 days after receipt of the claim. If the Claims Administrator determines that an extension is necessary due to matters beyond the control of the Plan, the Claims Administrator will notify you within the initial 30-day period that the Claims Administrator needs up to an additional 15 days to review your claim. If such an extension is necessary because you failed to provide the information necessary to evaluate your claim, the notice of extension will describe the information that you need to provide to the Claims

Administrator. You will have no less than 45 days from the date you receive the notice to provide the requested information.

- *Pre-Service Claim* - In the case of a pre-service claim, the Claims Administrator shall respond to you within 15 days after receipt of the claim. If the Claims Administrator determines that an extension is necessary due to matters beyond the control of the Plan, the Claims Administrator will notify you within the initial 15-day period that the Claims Administrator needs up to an additional 15 days to review your claim. If such an extension is because you failed to provide the information necessary to evaluate your claim, the notice of extension will describe the information that you need to provide to the Claims Administrator. You will have no less than 45 days from the date you receive the notice to provide the requested information.
- *Urgent Care Claim* - In the case of an urgent care claim, the Claims Administrator shall respond to you within 72 hours after receipt of the claim. If the Claims Administrator determines that it needs additional information to review your claim, the Claims Administrator will notify you within 24 hours after receipt of the claim and provide you with a description of the additional information that it needs to evaluate your claim. You will have no less than 48 hours from the time you receive this notice to provide the requested information. Once you provide the requested information, the Claims Administrator will evaluate your claim within 48 hours after the earlier of the Claims Administrator's receipt of the requested information, or the end of the extension period given to you to provide the requested information. There is a special time period for responding to a request to extend an ongoing course of treatment if the request is an urgent care claim. For these types of claims, the Claims Administrator must respond to you within 24 hours after receipt of the claim by the Plan (provided, that you make the claim at least 24 hours prior to the expiration of the ongoing course of treatment).
- *Concurrent Care Review Claim* - If the Plan has already approved an ongoing course of treatment for you and contemplates reducing or terminating the treatment, the Claims Administrator will notify you sufficiently in advance of the reduction or termination of treatment to allow you to appeal the Claims Administrator's decision and obtain a determination on review before the treatment is reduced or terminated.
- Notice and Information Contained in Notice Denying Initial Claim - If the Claims Administrator denies your claim (in whole or in part), the Claims Administrator will provide you with written notice of the denial (although initial notice of a denied urgent care claim may be provided to you orally). This notice will include the following:
  - *Reason for the Denial* - the specific reason or reasons for the denial;
  - *Reference to Plan Provisions* - reference to the specific Plan provisions on which the denial is based;

- *Description of Additional Material* - a description of any additional material or information necessary for you to perfect your claim and an explanation as to why such information is necessary;
- *Description of Any Internal Rules* - a copy of any internal rule, guideline, protocol, or other similar criterion relied upon in making the initial determination or a statement that such a rule, guideline, protocol, or other criterion was relied upon in making the appeal determination and that a copy of such rule will be provided to you free of charge at your request; and
- *Description of Claims Appeals Procedures* - a description of the Plan's appeals procedures and the time limits applicable for such procedures (such description will include a statement that you are eligible to bring a civil action in Federal court under Section 502 of ERISA to appeal any adverse decision on appeal and a description of any expedited review process for urgent care claims).
- Appealing a Denied Claim for Benefits - If the Claims Administrator denies your initial claim for benefits, you may appeal the denial by filing a written request (or an oral request in the case of an urgent care claim) with the Appeals Administrator within 180 days after you receive the notice denying your initial claim for benefits. If you decide to appeal a denied claim for benefits, you will be able to submit written comments, documents, records, and other information relating to your claim for benefits (regardless of whether such information was considered in your initial claim for benefits) to the Appeals Administrator for review and consideration. You will also be entitled to receive, upon request and free of charge, access to and copies of, all documents, records and other information that is relevant to your appeal.
- Time Periods for Responding to Appealed Claims - If you appeal a denied claim for benefits, the Appeals Administrator will respond to your claim within the following time periods:
  - *Post-Service Claim* - In the case of an appeal of a denied post-service claim, the Appeals Administrator shall respond to you within 60 days after receipt of the appeal.
  - *Pre-Service Claim* - In the case of an appeal of a denied pre-service claim, the Appeals Administrator shall respond to you within 30 days after receipt of the appeal.
  - *Urgent Care Claim* - In the case of an appeal of a denied urgent care claim, the Appeals Administrator shall respond to you within 72 hours after receipt of the appeal.
  - *Concurrent Care Review Claim* - In the case of an appeal of a denied concurrent care review claim, the Appeals Administrator shall respond to you before the concurrent or ongoing treatment in question is reduced or terminated.

- Notice and Information Contained in Notice Denying Appeal - If the Appeals Administrator denies your claim (in whole or in part), the Appeals Administrator will provide you with written notice of the denial (although initial notice of a denied urgent care claim may be provided to you orally or via facsimile or other similarly expeditious means of communication). This notice will include the following:
  - *Reason for the Denial* - the specific reason or reasons for the denial;
  - *Reference to Plan Provisions* - reference to the specific Plan provisions on which the denial is based;
  - *Statement of Entitlement to Documents* - a statement that you are entitled to receive, upon request and free of charge, access to and copies of, all documents, records and other information that is relevant to your claim and/or appeal for benefits;
  - *Description of Any Internal Rules* - a copy of any internal rule, guideline, protocol, or other similar criterion relied upon in making the appeal determination or a statement that such a rule, guideline, protocol, or other criterion was relied upon in making the appeal determination and that a copy of such rule will be provided to you free of charge at your request; and
  - *Statement of Right to Bring Action* - a statement that you are entitled to bring a civil action in Federal court under Section 502 of ERISA to pursue your claim for benefits.

The decision of the Appeals Administrator shall be final and conclusive on all persons claiming benefits under the Plan, subject to applicable law. If you challenge the decision of the Appeals Administrator, a review by a court of law will be limited to the facts, evidence and issues presented during the claims procedure set forth above. The appeal process described herein must be exhausted before you can pursue the claim in federal court. Facts and evidence that become known to you after having exhausted the appeals procedure may be submitted for reconsideration of the appeal in accordance with the time limits established above. Issues not raised during the appeal will be deemed waived.

## **CONTINUATION OF COVERAGE UNDER COBRA**

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) is a federal law that has several provisions designed to protect your spouse against a sudden loss of health care coverage if there is a qualifying event that would cause the loss of health care coverage under the Plan. The following information outlines the continuation of coverage available under COBRA.

### **General Explanation of COBRA Continuation Coverage**

COBRA requires most employers who sponsor group health care plans to provide a temporary extension of health care coverage to employees and their dependents when, due to certain

circumstances, coverage would otherwise terminate under the employer’s plan. This temporary extension of benefits is commonly called COBRA continuation coverage.

Individuals who are eligible for COBRA continuation coverage are called *qualified beneficiaries*. The events that entitle qualified beneficiaries to coverage are called *qualifying events*. To be a qualified beneficiary for a specific type of health coverage (*i.e.*, medical, dental and vision), you must have had that particular coverage under the Plan on the day before a qualifying event occurs.

**Who Must Provide Notice When Coverage is Lost**

When a qualifying event occurs, you and the University have certain responsibilities. If the qualifying event is divorce or a legal separation, you or your spouse or same-sex domestic partner must notify the Plan Administrator in writing within 60 days of the qualifying event.

When the Plan Administrator is notified of a divorce or legal separation, the Plan Administrator or its designee will send your former spouse or partner a written explanation of the right to elect COBRA continuation coverage. Your former spouse or partner then has 60 days from the later of the date of this explanation from the Plan Administrator or the date on which existing coverage would end to notify the Plan Administrator of the election. If your former spouse or partner does not respond in writing within the time limit, the right to elect COBRA continuation coverage will be lost and will not be reinstated.

*The chart below summarizes who is eligible for COBRA continuation coverage under this Plan, under what circumstances, and for how long.*

<b>PERSON AFFECTED (Qualified Beneficiary)</b>	<b>REASON FOR LOSS OF COVERAGE (Qualifying Event)</b>	<b>PERIOD OF CONTINUATION COVERAGE</b>
Covered spouse or same-sex domestic partner of a retiree	Divorce or legal separation from retiree	36 months

The 36 months of COBRA continuation coverage begin on the date that coverage would originally end.

**If Your Former Spouse or Same-Sex Domestic Partner Elects to Continue Coverage**

If your former spouse or same-sex domestic partner elects to continue coverage, your former spouse must pay a total premium equal to the cost to the Plan of such coverage, plus a two percent (2%) monthly administration charge. The total premium includes both the University’s contribution and any contribution that an eligible retiree would be required to make under the Plan for the same coverage. The first payment must be made within 45 days following the date of the election and must cover the number of full months from the date coverage ended to the time of the election. Premiums for each month after the election are due by the 1st day of the month and must be paid not later than the last day of that month. Premium rates will change periodically if costs to the University change. COBRA continuation coverage will be identical to

the coverage provided to eligible retirees. Your former spouse's or partner's health care coverage will continue to be provided by the insurer, HMO, or other provider that is providing benefits to your spouse or partner on the date of the qualifying event (subject to any residency requirements that may apply). Your former spouse or partner will have an opportunity to change coverage options during the annual open enrollment period. Should benefit levels increase or decrease, both eligible retirees and COBRA qualified beneficiaries will experience the same change.

### **Coverage Your Former Spouse or Same-Sex Domestic Partner May Elect**

Your former spouse or same-sex domestic partner may elect to continue medical, dental and/or vision coverage only if such coverage was in effect for him or her on the day before the qualifying event occurs.

### **Changes to COBRA continuation coverage**

Qualified beneficiaries have the same opportunities to change coverage as eligible retirees during each annual open enrollment period. During each annual open enrollment period, your former spouse or partner may elect different coverage in the same manner as an eligible retiree.

### **If Your Former Spouse or Same-Sex Domestic Partner Has Region-Specific Coverage**

If your former spouse or partner is enrolled in a region-specific coverage option (such as an HMO) on the day before your qualifying event occurs, your former spouse or partner may elect COBRA continuation coverage. However, your former spouse or partner must remain in that coverage until the next annual open enrollment period, at which time your former spouse or partner may change coverage if he or she wishes. If your former spouse or partner moves out of the service area during the period of COBRA continuation coverage, your former spouse or partner may be able to elect alternate coverage.

### **When COBRA Benefits End**

Generally, COBRA continuation coverage under the Plan runs for 36 months. However, COBRA continuation coverage will end immediately if:

- The person whose coverage is being continued fails to pay the premium on time;
- The person whose coverage is being continued becomes, after the date of the election of COBRA continuation coverage, covered under another employer's group health plan unless the other group health plan contains an exclusion or limitation with respect to a preexisting condition of the person (other than an exclusion or limitation that does not apply to (or is satisfied by) the person under applicable provisions of federal law); or
- The University no longer maintains a group health plan covering retirees.

### **Conversion to an Individual Policy**

At the end of the 36-month COBRA continuation coverage period, your former spouse or partner may be eligible to convert the coverage to an individual policy. If so, your former spouse or partner will be required to make the necessary arrangements directly with the insurance carriers. Conversion coverage may not be the same as the coverage you have under the Plan. Instead, it will be one of the insurance carrier's standard conversion policies.

## **PLAN ADMINISTRATOR**

Within the meaning of ERISA, the Plan Administrator is Drexel University; provided, that the University may appoint an individual or a committee to act as Plan Administrator. The name, business address, and business telephone number of the Plan Administrator are provided under the section below entitled ADDITIONAL INFORMATION.

In general, the Plan Administrator is the sole judge of the application and interpretation of the Plan, and has the discretionary authority to construe the provisions of the Plan, to resolve disputed issues of fact, and to make determinations regarding eligibility for benefits. However, the Plan Administrator has the authority to delegate certain of its powers and duties to a third party. The Plan Administrator has delegated certain administrative functions under the Plan to various service providers. As the Plan Administrator's delegate, these service providers have the authority to make decisions under the Plan relating to benefit claims, including determinations as to the medical necessity of any service or supply.

The decisions of the Plan Administrator (or its delegate) in all matters relating to the Plan (including, but not limited to, eligibility for benefits, Plan interpretations, and disputed issues of fact) will be final and binding on all parties and generally will not be overturned by a court of law.

## **AMENDMENT OR TERMINATION OF THE PLAN**

The University reserves the right to amend or modify the Plan at any time and for any reason with respect to retirees and their spouses or same-sex domestic partners. Such changes may include, but are not limited to, the right to (1) change or eliminate benefits/coverages, (2) increase or decrease retiree contributions, (3) increase or decrease deductibles and/or copayments and/or any applicable maximums, (4) change the class(es) of retirees and/or spouses and/or domestic partners covered by the Plan, and (5) change insurers, HMOs, third party administrators or other providers. The University also reserves the right to terminate the Plan, or any portion of the Plan, at any time and for any reason. No amendment, termination or partial termination of the Plan will affect claims incurred for which items or services have been provided prior to the date of amendment, termination or partial termination.

## **ADDITIONAL INFORMATION**

**Plan Information.** The official Plan name and Plan Year (fiscal year used for Plan records) for the Plan are as follows:

Plan Name: Drexel University Post-65 Retiree Health and Welfare Plan

Plan Year: The 12-month period commencing on January 1 and ending each December 31.

**University/Plan Sponsor Information.** The name, address and telephone number of the University/Plan Sponsor are as follows:

Drexel University  
3201 Arch Street, Suite 430  
Philadelphia, PA 19104-2762  
(215) 895-2850

**Employer Identification Number ( "EIN ").** The employer identification number assigned to the University by the IRS is 23-1352630.

**Plan Administrator Information.** The name, address and telephone number of the Plan Administrator are as follows:

Drexel University  
3201 Arch Street, Suite 430  
Philadelphia, PA 19103-2762  
(215) 895-2850

**Agent for Service of Legal Process.** The agent for the service of legal process for the Plan is the University/Plan Sponsor, at the address set forth above.

**Type of Plan.** The Plan is a welfare benefit plan providing the following type of benefits: medical, dental and vision coverage and tuition remission and life insurance benefits.

**Administration.** Benefits under the Plan are administered by various providers in accordance with contracts the University has entered into with various insurance companies, HMOs, and other providers or administrators of health and welfare benefits, or directly by the University. A list of providers and their roles under the Plan is included in Appendix A.

**Funding Medium.** The benefits under the Plan are funded through direct payments from the general funds of the Plan Sponsor or one or more insurance contracts. The University establishes contribution rates based upon premium rates set by the insurance carriers and/or administrators. Contributions are made by retirees/retiree spouses and the University.

### **THIRD PARTY LIABILITY**

If your injury or illness was caused by the action or inaction of another person or party, that person or party may be responsible for your hospital or medical bills. Automobile accident injuries or personal injury suffered on another's property are examples.

Since collecting payments for these expenses from the third party may take a long time, the Plan will provide the appropriate benefits and then seek repayment from any settlement you may receive. You may be asked to sign a form that acknowledges the Plan's right to be reimbursed and verifies that you will help the Plan secure its rights to reimbursement or recovery. If you bring a liability claim against a third party, benefits payable under the Plan must be included in the claim. When the claim is resolved, you must reimburse the Plan for the cost of the benefits provided. The Plan will have first priority in any recovery regardless of the manner in which the

recovery is structured or worded and regardless of whether you have been “made whole” by the settlement. Attorney’s fees will not reduce the Plan’s reimbursement, unless agreed to by the Plan. Any so-called “fund doctrine” or “common fund doctrine” or “attorney’s fund doctrine” shall not defeat the right of the Plan to recover under this section without paying attorney’s fees or costs. Further, the Plan will not recognize any attempt to apply the “collateral source” rule or the “common fund” rule as legal theories intended to prevent or limit the Plan’s recovery from any payment you may receive from a third party.

You are legally obligated to avoid doing anything that would prejudice the Plan’s rights of reimbursement. However, the Plan shall be entitled to recover in accordance with these rules, even if you do not sign or return its forms. Your failure to cooperate may result in your disqualification from receipt of further benefits from the Plan. In addition, the Plan may offset any future benefits otherwise payable.

This provision does not apply to an individual insurance policy covering you, your spouse or your same-sex domestic partner for which you paid the premium.

### **NO ASSIGNMENT OF BENEFITS**

You cannot assign, pledge, encumber or otherwise alienate any legal or beneficial interest in benefits under the Plan, and any attempt to do so will be void. The payment of benefits directly to a health care provider, if any, shall be done as a convenience to the covered person and will not constitute an assignment of benefits under the Plan.

### **STATEMENT OF ERISA RIGHTS**

**IMPORTANT: The following does not apply to tuition remission benefits.**

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). ERISA provides that all Plan participants shall be entitled to:

#### *Receive Information About Your Plan and Benefits*

- Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. Note that this Plan is included as part of the Drexel University Health and Welfare Plan’s Form 5500 filing.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated SPD. The Plan Administrator may make a reasonable charge for the copies.

- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

### *Prudent Actions by Plan Fiduciaries*

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, or any other person, may discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

### *Enforce Your Rights*

If your claim for health care coverage is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that the Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### *Assistance With Your Questions*

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue NW, Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

**Drexel University herewith causes this Plan to be executed on the \_\_\_\_ day of \_\_\_\_\_, 2011 by its duly authorized officer.**

**DREXEL UNIVERSITY**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Title

**APPENDIX A**  
**BENEFIT PROVIDERS, CLAIMS ADMINISTRATORS AND APPEALS**  
**ADMINISTRATORS**  
**(As of January 1, 2011)**

TYPE OF BENEFIT/PROVIDER	NAME AND ADDRESS OF CLAIMS ADMINISTRATOR	NAME AND ADDRESS OF APPEALS ADMINISTRATOR
<b>Medical</b>		
Aetna Medicare Plan (PPO)	Aetna 151 Farmington Avenue Hartford, CT 06156	Aetna 151 Farmington Avenue Hartford, CT 06156
<b>Dental</b>		
CIGNA	CIGNA Dental P.O. Box 188037 Chattanooga, TN 37422-8037	CIGNA Dental P.O. Box 188037 Chattanooga, TN 37422-8037
<b>Vision</b>		
EyeMed Vision Care	EyeMed Vision Care Attn: OON Claims P.O. Box 8504 Mason, OH 45040-7111	EyeMed Vision Care Attn: OON Claims P.O. Box 8504 Mason, OH 45040-7111

The University has contracted with the above insurance companies to provide benefits and claims services under the Plan. Benefits are determined and paid entirely by the insurance companies and are guaranteed under the policies.

Life insurance benefits are self-insured and are administered by the University.

Tuition remission benefits are administered by the University.

## APPENDIX B

### HIPAA PRIVACY AND SECURITY AND PROTECTED HEALTH INFORMATION

The Plan is a hybrid entity for purposes of HIPAA. As such, the portion of the Plan that provides medical, dental and vision benefits is part of the health care component. The portion of the Plan that provides life insurance and tuition remission benefits is part of the non-health care component. References to the “Plan” in this section refer only to the health care component of the Plan, including any health insurance issuer or HMO that provides medical benefits pursuant to the Plan.

The following provisions permit the Plan to disclose your protected health information (“PHI”), as defined in HIPAA, to the Plan Sponsor to the extent that such PHI is necessary for the Plan Sponsor to carry out its administrative functions related to the Plan. This Appendix B is effective April 14, 2003, and has been amended so as to comply with the Security Rule (as set forth in the final security regulations effective April 20, 2005) and the Health Information for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009 (“ARRA”).

*Disclosure To The Plan Sponsor.* The Plan (or health insurance issuer or HMO with the Plan’s permission) may disclose your PHI to the Plan Sponsor that is necessary for the Plan Sponsor to carry out the following administrative functions related to the Plan.

The Plan Sponsor needs access to PHI to:

- Determine whether you and/or your spouse or same-sex domestic partner are eligible for benefits under the Plan;
- Determine the amount of benefits, if any, you and/or your spouse or partner are entitled to from the Plan;
- Determine or find facts that are relevant to any claim for benefits from the Plan;
- Determine whether a participant’s benefits should be terminated or suspended;
- Perform duties relating to the establishment, maintenance and administration of the Plan;
- Communicate with participants regarding the status of their claims;
- Recover any overpayment or mistaken payments made to claimants; and
- Handle participant issues with regard to subrogation and third party claims.

The Plan Sponsor may use and disclose your PHI provided to it from the Plan (or health insurance issuer or HMO) only for the administrative purposes described above.

*Limitations And Requirements Related To The Use and Disclosure of PHI:* The Plan Sponsor agrees to the following limitations and requirements related to its use and disclosure of your PHI received from the Plan:

- (a) Use and Further Disclosure. The Plan Sponsor will not use or further disclose your PHI other than as permitted or required by this document or as required by law. When using or disclosing your PHI or when requesting your PHI from the Plan, the Plan Sponsor will make reasonable efforts to limit the PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure or request.
- (b) Agents and Subcontractors. The Plan Sponsor will require any agents, including subcontractors, to whom it provides your PHI received from the Plan to agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such information.
- (c) Reporting of Improper Use or Disclosure. The Plan Sponsor will promptly report to the Plan any improper use or disclosure of your PHI of which it becomes aware.
- (d) Adequate Protection. The Plan Sponsor will provide adequate protection of PHI and separation between the Plan and the Plan Sponsor by:
  - (1) ensuring that only the minimum necessary number of benefits representatives in the University's Human Resources Department will have access to your PHI provided by the Plan;
  - (2) restricting access to and use of your PHI to only the employees identified above and only for the administrative functions performed by the Plan Sponsor on behalf of the Plan that are described above;
  - (3) requiring any agents of the Plan who receive your PHI to abide by the Plan's privacy rules; and
  - (4) using the following procedure to resolve issues of noncompliance by the employees identified above:
    - a. The Plan will be immediately notified, and the Plan and Plan Sponsor will work together to remedy the situation and mitigate any harmful effect resulting from the use or disclosure of PHI;
    - b. After an investigation into the alleged incident, those employees who are found to be in violation of these policies or the HIPAA Privacy Regulations will be sanctioned as is deemed appropriate; and
    - c. The Plan and Plan Sponsor will work together to create new safeguards and procedures so as to prevent a future incident of noncompliance.
- (e) Breach of Unsecured Protected Health Information. Upon the discovery of a potential breach of PHI, the Plan Sponsor will determine whether the incident is an actual breach

under ARRA, and comply with the timing, content and other breach notification requirements of ARRA. The Plan Sponsor will take appropriate measures to mitigate any harm that has resulted or may result from the breach and to prevent such a breach from occurring in the future.

- (f) Return or Destruction of PHI. If feasible, the Plan Sponsor will return or destroy all PHI received from the Plan that the Plan Sponsor maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made. If such return or destruction is not feasible, the Plan Sponsor will limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- (g) Electronic PHI. The Plan Sponsor will take appropriate measures to maintain the confidentiality, integrity and availability of PHI that is stored or transmitted electronically (“Electronic PHI”) by:
  - (1) implementing administrative, physical, and technical safeguards for Electronic PHI that the Plan Sponsor creates, receives, maintains or transmits on behalf of the Plan;
  - (2) ensuring that the adequate separation between the Plan and the Plan Sponsor described in paragraph (d) is supported by reasonable and appropriate security measures;
  - (3) requiring any agents of the Plan who receive your Electronic PHI to abide by the Plan’s security rules; and
  - (4) reporting to the Plan any security incident of which it becomes aware.

Employment records and Plan enrollment information are not considered electronic PHI.

- (h) Participant Rights. The Plan Sponsor will provide you with the following rights:
  - (1) the right to access to your PHI;
  - (2) the right to amend your PHI upon request (or the Plan Sponsor will explain to you in writing why the requested amendment was denied) and incorporate any such amendment into your PHI; and
  - (3) the right to an accounting of all disclosures of your PHI.
- (i) Cooperation with HHS. The Plan Sponsor will make its books, records, and internal practices relating to the use and disclosure of PHI received from the Plan available to the Department of Health and Human Services for verification of the Plan’s compliance with HIPAA.

*Certification:* The Plan will disclose PHI to the Plan Sponsor only upon receipt of a Certification by the Plan Sponsor that this Plan document has been amended in accordance with HIPAA, and that the Plan Sponsor will protect the PHI as described above.