ARUP Laboratories

Amendment to the ARUP Laboratories SelectDent Platinum Indemnity Classic Low Plan

Effective: January 1, 2019

This Amendment (the “Amendment”) is issued as part of the Plan Document and Summary Plan Description for ARUP Laboratories Employee Dental Plan – SelectDent Platinum Indemnity Classic Low Plan (the “Plan”). The following changes and/or additions apply with respect to any Employee of the Employer, ARUP Laboratories.

Effective January 1, 2019, the number of days an eligible person has to enroll before becoming a **Late Enrollee** is changed from 31 days to 60 days. In addition, **Domestic Partners** are **not** covered under the Plan. Accordingly, the following Plan sections: Late Enrollment; Eligible Classes of Dependents; Eligibility Requirements of Dependents; TERMINATION OF COVERAGE; COORDINATION OF BENEFITS; CONTINUATION OF COVERAGE; and Statement of ERISA Rights, appear as provided below:

Late Enrollment - Failure to enroll within 60 days after the person becomes eligible for the coverage results in late enrollment. Late enrollees will not be able to enroll in the plan until Open Enrollment.

Eligible Classes of Dependents.

A **Dependent** is any one of the following persons:

(1) A covered Employee's Spouse and unmarried children from birth to the limiting age of 26 years. The Dependent children must be primarily Dependent upon the covered Employee for support and maintenance. When a child reaches the limiting age, coverage will end on the child's birthday.

    The term "Spouse" shall mean the person recognized as the covered Employee's husband or wife under the laws of the state where the covered Employee lives. The Plan Administrator may require documentation proving a legal marital relationship.

    The term "children" shall include natural children living in the same household as the Employee, living with and financially dependent upon the Employee, adopted children or children placed with a covered Employee in anticipation of adoption. Step-children who reside in the Employee's household may also be included as long as a natural parent remains married to the Employee and also resides in the Employee's household.

    If a covered Employee is the Legal Guardian of an unmarried child or children, these children may be enrolled in this Plan as covered Dependents.

(2) A covered Dependent child who reaches the limiting age and is Totally Disabled, incapable of self-sustaining employment by reason of mental or physical handicap, primarily Dependent upon the covered Employee for support and maintenance and unmarried. The Plan Administrator may require, at reasonable intervals during the two years following the Dependent's reaching the limiting age, 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.

These persons are excluded as Dependents:

- Domestic Partners;
- other individuals living in the covered Employee's home, but who are not eligible as defined;
- the legally separated or divorced former Spouse of the Employee;
- any person who is on active duty in any military service of any country; or
- any person who is covered under the Plan as an Employee.

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 all amounts applied to maximums.

If both mother and father are Employees, their children will be covered as Dependents of the mother or father, but not of both.

Eligibility Requirements for Dependent Coverage. 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 the 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.

TERMINATION OF COVERAGE

When Dependent Coverage Terminates. A Dependent's coverage will terminate on the earliest of these dates:
(1) The date the Plan or Dependent coverage under the Plan is terminated.
(2) The date that the Employee's coverage under the Plan terminates for any reason including death.
(3) The date a covered Spouse loses coverage due to loss of dependency status.
(4) On the first date that a Dependent child ceases to be a Dependent as defined by the Plan.

COORDINATION OF BENEFITS

Coordination of the benefit plans. Coordination of benefits sets out rules for the order of payment of Covered Charges when two or more plans are paying. When a Covered Person is covered by this Plan and another plan, or the Covered Person's Spouse is covered by this Plan and by another plan or the couple's Covered children are covered under two or more plans, the plans will coordinate benefits when a claim is received.

CONTINUATION OF COVERAGE

NOTIFICATION REQUIREMENTS

1. When eligibility for continuation of coverage results from a Spouse being divorced or legally separated from a covered Employee, or a child's loss of Dependent status, the Employee or Dependent must notify the Employer of that event within sixty (60) days of the event. Failure to provide such notice to the Employer will result in the person forfeiting their rights to continuation of coverage under this provision.
2. Within fourteen (14) days of a qualifying event, or within fourteen (14) days of receiving notice of a qualifying event, the Employee or Dependent will be notified of his rights to continuation of coverage, and what process is required to elect continuation of coverage.
3. After receiving notice, the Employee or Dependent has sixty (60) days to decide whether to elect continued coverage. Each person who was covered under the Plan prior to the qualifying event, has the right to elect continuation of coverage on an individual basis, regardless of family enrollment. If the Employee or Dependent chooses to have continued coverage, he must advise the Employer in writing of this choice. The Employer must receive this written notice no later than the last day of the sixty (60) day period. If the election is mailed, the election must be postmarked on or before the last day of the sixty (60) day period. This sixty (60) day period begins on the latter of the following:

A. The date coverage under the Plan would otherwise end; or
B. The date the person receives the notice from the Employer of his or her rights to continuation of coverage.

4. Within forty-five (45) days after the date the person notifies the Employer that he has chosen to continue coverage, the person must make the initial payment. The initial payment will be the amount needed to provide coverage from the date continued benefits begin, through the last day of the month in which the initial payment is made. Thereafter, payments for the continued coverage are to be made monthly, and are due in advance, on the first day each month.
5. The Employee or Dependent must make payments for the continued coverage.

FAMILY MEMBERS ACQUIRED DURING CONTINUATION

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

END OF CONTINUATION

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

1. Eighteen (18) months from the date continuation began because of a reduction of hours or termination of employment of the Employee.
2. Thirty-six (36) months from the date continuation began for Dependents whose coverage ended because of the death of the Employee, divorce or legal separation from the Employee, or the child's loss of Dependent status.
3. The end of the period for which contributions are paid if the covered person fails to make a payment on the date specified by the Employer.
4. The date coverage under this Plan ends and the Employer offers no other group health benefit plan.
5. The date the Covered Person first becomes entitled to Medicare after the original date of the Covered Person's election of continuation coverage.
6. The date the Covered Person first becomes covered under any other group health plan after the original date of the Covered Person's election of continuation coverage, with exception of the pre-existing provision below.

7. Retirees, and widows or widowers of Retirees who died before bankruptcy are entitled to lifetime continuation coverage. However, if a Retiree dies after bankruptcy, the surviving Spouse or Dependent children may only elect an additional thirty-six (36) months of continuation coverage after the death.

Statement of ERISA Rights:

Participants in the Plan are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA).

ERISA provides that all participants shall be entitled to:

1. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, 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 Pension and Welfare Benefit Administration.
2. 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 summary plan description. The Plan Administrator may make a reasonable charge for the copies.
3. 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.
4. Continue health care coverage for the participant, the participant's Spouse or Dependents if there is a loss of coverage under the Plan as the result of a qualifying event. The participant or Dependent may have to pay for such coverage. Review this summary plan description and the documents governing the Plan on the rules governing COBRA continuation coverage rights.
5. Reduction or elimination of exclusionary periods of coverage for preexisting conditions under the Plan, if the participant or Dependent has creditable coverage from another plan. The participant or Dependent should be provided a certificate of creditable coverage, free of charge, from the group health plan or health insurance issuer when coverage under the plan is lost, when the participant or Dependent becomes entitled to elect COBRA continuation coverage; when COBRA continuation coverage ceases; if a certificate is requested before losing coverage; or if a certificate is requested within twenty-four (24) months after losing coverage. Without evidence of creditable coverage, the participant or Dependent may be subject to a preexisting condition exclusion for twelve (12) months (eighteen (18) months for a late enrollee) after the enrollment date for coverage.

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

If claims for benefits under the Plan are denied or ignored, in whole or in part, the participant has 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 participants can take to enforce the rights. For instance, if material is requested from the Plan and the material is not received within thirty (30) days, the participant may file

suit in a federal court. In such case, the court may require the Plan Administrator to provide the materials and pay the participant up to $110 a day until the materials are received, unless the materials were not provided for reasons beyond the control of the Plan Administrator**.** If a claim for benefits is denied or ignored, in whole or in part, the participant may file suit in a state or federal court. In addition, if the participant disagrees with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, the participant may file suit in Federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if participants are discriminated against for asserting these rights, participants may seek assistance from the U.S. Department of Labor, or may file suit in a Federal court. The court will decide who will pay the costs and legal fees. If the participant is successful, the court may order the person who is sued to pay these costs and fees. If the participant loses, the court may order the participant to pay the costs and fees; for example, if it finds the participant's claim frivolous.

Participants should contact the Plan Administrator for questions about the Plan**.** For questions about this statement or about rights under ERISA, or if the participant needs assistance in obtaining documents from the Plan Administrator, participants should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor listed in your telephone directory or the Division of Technical

Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. Participants may also obtain certain publications about these rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

This Amendment takes effect January 1, 2019 and expires with the Plan. Nothing contained in this Amendment will be held to change, waive or extend any provisions of the Plan except as stated herein.

Signed on behalf of ARUP Laboratories,

____
Signature

____
Title

____
Date