

ALTERNATIVE STAFFING, Inc.

Essential StaffCARE Group Major Medical Expense Benefit Plan

Summary Plan Description (SPD) Wrap Document

Effective January 1, 2017

This document, together with the Certificate of Coverage issued by BCS Insurance Company and issued by Employer (defined below), is your Summary Plan Description. If the Certificate of Coverage is not attached, then this Summary Plan Description is not complete and you should contact Employer for a complete copy.

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1. INTRODUCTION

Alternative Staffing, Inc. (“Employer”) maintains the Essential StaffCARE Group Major Medical Expense Benefit Plan (“Plan”) for the benefit of its eligible employees and their eligible dependents. Benefits under the Plan are currently provided under a Group Policy of Medical, Surgical, and Hospital Insurance (“Policy”) entered into between the Employer and BCS Insurance Company.

Plan benefits, including information about eligibility, are summarized in the BCS Insurance Company Benefit Certificate of Coverage (“Certificate of Coverage”) and Provider Directory. These documents are available to members through BCS Insurance Company. If a paper copy is needed, contact your plan administrator to obtain one free of charge. You must read the Certificate of Coverage to understand your benefits.

This document provides you with an overview of the Plan and addresses certain information that may not be included in the attached Certificate of Coverage. This document, together with the attached Certificate of Coverage issued by BCS Insurance Company, is the Summary Plan Description (“SPD”) required by the Employee Retirement Income Security Act of 1974 (“ERISA”). This document is not intended to give you any substantive rights to benefits that are not already provided in the attached Certificate of Coverage.

To facilitate efficient operation of the Plan, the Plan may allow forms (e.g., election forms and notices), whether required or permissive, to be sent and/or made by electronic means.

Plan benefits are provided pursuant to the Policy between the Employer and BCS Insurance Company. If the terms of this document conflict with the terms of the Policy, the terms of the Policy will control, unless superseded by applicable law.

Nothing in this document shall be construed as a contract of employment between the Employer and any participant, or as a guarantee of any participant to be continued in the employment of the Employer, nor as a limitation on the right of the Employer to discharge any of its employees with or without cause.

Para asistirle en Español, por favor llame el numero _____, de lunes a viernes, 8:00 a.m. hasta 5:00 p.m.

2. GENERAL PLAN INFORMATION

- A. **Plan Name:** Essential StaffCARE Group Major Medical Expense Benefit Plan
- B. **Plan Year:** The 12-month period beginning January 1 and ending December 31.
- C. **Type of Plan:** A group health plan (a type of welfare benefits plan subject to the provisions of ERISA).
- D. **Plan Identification Number:** 520
- E. **Internal Revenue Service Identification Number:** 57-0982191
- F. **Effective Date:** The effective date of this document is January 1, 2017.
- G. **Funding Method:** The Plan is fully insured. Benefits are provided under the Policy between the Employer and BCS Insurance Company. Claims are sent to BCS Insurance Company, which is responsible for paying claims. BCS Insurance Company and the Employer share responsibility for administering the Plan. Insurance premiums for employees and their families are paid in part by the Employer out of its general assets, and in part by employee after-tax payroll deductions. The employee pays a monthly premium equal to 9.5% of their gross pay and the employer pays the balance due. The Employer provides a schedule of the applicable premiums; contact the Human Resources Manager of Employer if you need another copy. Employee after-tax payroll deductions will be used in their entirety prior to using Employer contributions to pay for premiums under the Plan. Any refund, rebate, dividend, experience adjustment, or other similar payment under the Policy will be allocated, consistent with the fiduciary obligations imposed by ERISA, to reimburse Employer for premiums that it has paid.

3. NAMES AND ADDRESSES

- A. **Plan Sponsor:**
Alternative Staffing Inc.
1505-A ReMount Road
Charleston, SC 29406
- B. **Plan Administrator:**
BCS Insurance Company
2 Mid America Plaza, Suite 200
Oakbrook Terrace, IL 60181
(630) 472-7700
- C. **Designated Agent for Service of Legal Process:**
Alternative Staffing Inc.
1505-A ReMount Road
Charleston, SC 29406
Attn: Jan Cappellini
- D. **Insurance carrier:**
BCS Insurance Company
2 Mid America Plaza, Suite 200
Oakbrook Terrace, IL 60181
(630) 472-7700

E. **Named Fiduciary:**

BCS Insurance Company
2 Mid America Plaza, Suite 200
Oakbrook Terrace, IL 60181
(630) 472-7700

4. **Eligibility and Participation Requirements**

- A. **Eligibility and Time Limits:** In general, to determine whether you or your spouse and/or dependents are eligible to participate in the Plan, and how to enroll, please read the eligibility section in the attached Certificate of Coverage.
- B. **Open Enrollment:** An open enrollment period is a time established by the employer when eligible employees and their eligible family members have the option to enroll in the plan or make changes to current plan coverage. The annual open enrollment period will be November 15 – December 15 annually for an effective date of January 1st.
- C. **Special Enrollment and Reinstatement:** In certain circumstances, enrollment may occur outside the open enrollment period. These circumstances, rights, and enrollment timelines are described in the attached Certificate of Coverage.
- D. **Termination of Coverage:** Coverage shall terminate as described in the attached Certificate of Coverage.
- E. **Continuation of Coverage:** An explanation of continuation coverage, including information about qualifying events, beneficiaries, premiums, notice and election requirements and procedures, and duration of coverage is described in the attached Certificate of Coverage.
- F. **Post Retirement Coverage:** Retiree coverage is not available, except as indicated in the attached Certificate of Coverage.

5. **Summary of Plan Benefits**

- A. **Health Benefits:** The Employer has contracted with BCS Insurance Company to provide certain health insurance benefits. A summary of the benefits provided under the Plan are set forth in the attached Certificate of Coverage. The Certificate of Coverage describes the types of benefits, scope of coverage, prerequisites to being covered and other details regarding the benefits. As noted above, you must read the Certificate of Coverage to understand your benefits.
- B. **Denial, Loss or Recovery of Benefits:** As described in the attached Certificate of Coverage, your ability to incur expenses to be paid by the Plan ends when your coverage ends. Please also review the attached Certificate of Coverage for any continuation of coverage rights that you or a dependent may have under the Plan. The attached Certificate of Coverage also describes when the Plan may recover overpaid benefits or erroneously paid benefits through its right to subrogation and reimbursement.
- C. **Exclusions and Limitations:** The Plan includes certain exclusions and limitations that may result in the denial of a claim or a loss or reduction of a benefit. Please read the attached Certificate of Coverage carefully to understand these limitations. Other situations may also lead to a reduction or limitation (e.g., timeline to file a claim), which are described in the attached Certificate of Coverage.

6. **How the Plan is Administered**

- A. **Plan Administration:** The Plan Administrator is the Employer. As the Plan Administrator, the Employer is responsible for satisfying certain legal requirements under ERISA with respect to the Plan (e.g., distributing SPDs and filing an annual report about the Plan with the government). Jan Cappellini is the person who acts on behalf of the Plan Administrator.
- B. **Plan Operations and Authority of the Insurance Company.** The Plan is fully insured. The Plan is administered by both the Employer and BCS Insurance Company, as the Employer has delegated responsibility for determinations regarding covered benefits and the amount and manner of the payment of benefits, including the appeal of denied claims, to BCS Insurance Company, the insurance carrier for the Plan.
- C. **Claims Procedures:** Refer to the attached Certificate of Coverage for details on obtaining pre-authorizations, approvals, utilization review decisions, procedures for filing claims, notification of benefit determinations, grievance

procedures for the review and appeal of denied claims, refund of overpayments, and subrogation. Please note that certain procedures (e.g., appealing a denied claim) have specific time limits; if you do not take action on time, you may lose certain rights (e.g., the right to file suit in a state or federal court if you fail to appeal a denied claim on time).

- D. **Questions:** If you have any general questions about the Plan (e.g., whether you are eligible to participate), please contact Jan Cappellini of the Employer. If you have questions about benefits, the provider network, or general plan benefit information, please contact BCS Insurance Company.

7. Amendment or Termination of the Plan

Termination and Amendment: The Employer reserves the right to terminate the Plan or amend or eliminate benefits under the Plan at any time in its discretion. The Plan may be amended or terminated by a written instrument duly adopted by the Employer or any of its delegates.

8. Statement of ERISA Rights

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

Receive Information About Your Plan and Benefits

Examine, without charge, at the Employer's principal office and at other specified locations, such as worksites and union halls, 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 Pension and Welfare Benefit Administration.

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 Employer may make a reasonable charge for the copies.

Receive a summary of the Plan's annual Form 5500, if any is required by ERISA to be prepared, in which case the Employer, as Plan Administrator, is required by law to furnish each participant with a copy of this summary annual report.

Continue Group Health Plan Coverage

Continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this summary plan description and the documents governing the Plan on the rules governing your COBRA continuation coverage rights.

Reduction or elimination of exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a preexisting condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage.

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, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a (pension, welfare) benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit 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 a copy of Plan documents or the latest annual report 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 Employer, as 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 administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that 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 Jan Cappellini of the Employer. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, 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 N.W., 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.

Attachment

Essential StaffCARE Group Major Medical Expense Benefit Plan

Certificate of Coverage