



**HEALTH & WELFARE BENEFIT PLAN
WRAP PLAN DOCUMENT
AND
WRAP SUMMARY PLAN DESCRIPTION**

Plan Sponsor/Employer: VitalCare Corporation

Original Effective Date:

Document Status:

☒ **Initial Wrap Plan Document and SPD**

☐ **Amendment/Restatement**

Amendment/Restatement Date (if Applicable):

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HEALTH & WELFARE BENEFIT PLAN

We are pleased to establish this VitalCare Corporation Health & Welfare Benefit Plan (the “Plan”) for the exclusive benefit of eligible employees of VitalCare Corporation (the “Employer” or “Plan Sponsor”) and their eligible family members. This Plan provides health and welfare benefits through various component Benefit Programs. This document is referred to as a Wrap Plan Document and Summary Plan Description (“SPD”) because it contains certain Plan rules and goes along with (i.e., “wraps around”) other documents that provide more detailed information about each Benefit Program under the Plan.

Each of the Benefit Programs is listed in Schedule A of this Wrap Plan Document and SPD, and those Benefit Programs are described in more detail in separate documents (the “Incorporated Documents”), including (1) separate plan documents, SPDs, handbooks, or any other materials for any self-funded benefits; and (2) insurance contracts, certificates, booklets or other documents created by the applicable insurance companies (each, an “Insurer”). The Incorporated Documents are the documents identified as such in Schedule A as well as any other document that the Employer otherwise affirmatively identifies in writing as an Incorporated Document.

This Wrap Plan document and SPD, together with all applicable Incorporated Documents, collectively constitute:

1. The written plan document required by section 402 of the Employee Retirement Income Security Act of 1974 (“ERISA”); and
2. The SPD required by the Section 102 of ERISA.

In addition, information in this Plan goes along with your insurance booklet, certificate of coverage or other benefit booklets (or a separate Summary Plan Description of plan document for any self-funded Benefit Programs) to give you important information about your benefits under the Plan and satisfy the ERISA’s Summary Plan Description (SPD) requirements for each Benefit Program.

Except as expressly stated herein, this Wrap Plan Document and SPD is not intended to give you any substantive rights to benefits that are not already provided by any of the Incorporated Documents for the Benefit Programs. In the case of any ambiguity between this Wrap Plan Document and Summary Plan Description and any official Incorporated Documents, the Incorporated Document(s) will control (unless expressly stated otherwise herein).

If you have not received a copy of the component benefit program booklets or other written governing documents, contact your Plan Administrator. These documents, together, make up the “Summary Plan Description” or “SPD” for the Plan.

I GENERAL INFORMATION ABOUT OUR PLAN

This Section contains certain general information, which you may need to know about the Plan.

1. Definitions

The following words and phrases shall have the meanings set forth herein unless a different meaning is clearly required by the context:

- (a) “Administrator” or “Plan Administrator” means the Employer or such other person or committee as may be appointed from time to time by the Employer to supervise the operation and administration of the Plan, as specified in Article I, Sections 4 and 6 below.
- (b) “Affiliated Employer” means any entity who is considered with the Employer to be a single employer in accordance with Code Section 414(b), (c), or (m) of the Code. Affiliated Employers, if any, are listed in Schedule B. An Affiliated Employer shall not be a participating employer in the Plan unless the Plan Sponsor affirmatively designates the Affiliated Employer as participating in the Plan, or if any separate or different requirements established by the Plan Sponsor are met.
- (c) “Benefit Program” means an arrangement providing employee welfare benefits (within the meaning of Section 3(l) of ERISA), maintained or established by the Employer or an Affiliated Employer, which is a part of this Plan; provided, neither a Cafeteria Plan Arrangement nor a flexible spending account offering dependent care or adoption assistance expense reimbursements shall be deemed to be an employee welfare benefit plan. The Benefit Programs that are a part of this Plan are listed in Schedule A.
- (d) “Claims Administrator” means the person or entity designated by the Administrator to manage the payment of claims under a self-funded Benefit Program. If authority and responsibility to determine adverse claims determinations (within the meaning of

ERISA Section 503) is delegated by the Administrator to the Claims Administrator, the Claims Administrator shall act as claims fiduciary, as set forth in Article I, Section 6. For fully insured Benefit Programs, the applicable insurance carrier s the named fiduciary with respect to the applicable insured Benefit Program and delegated the fiduciary authority set forth in Article I, Section 6.

(e) “Code” means the Internal Revenue Code of 1986, as amended.

(f) “Dependent” means any person eligible for dependent coverage under a Benefit Program.

(g) “Employee” means each common-law employee of an Employer, except that the following individuals are not considered Employees (unless otherwise expressly designated as such in an Incorporated Document): (i) employees that the Employer categorizes as leased employees; (ii) employees working under a collective bargaining agreement that does not explicitly provide for participation in the Plan; (iii) employees whose contract of employment excludes them from participation in Employer employee benefit plans; or (iv) employees classified or treated by the Employer during such period as independent contractors or as employees of an employment agency (even if subsequently determined to have been common law employees of the Employer during such period).

(h) “Eligible Employee” means, with respect to a Benefit Program, an Employee who meets the eligibility and participation requirements for that Benefit Program, as determined by the Employer in its sole discretion. These eligibility requirements are described in Schedule A and any applicable Incorporated Documents.

(i) “Employer” or “Plan Sponsor” means the VitalCare Corporation.

(j) “ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the applicable regulations and rulings thereunder.

(k) “Incorporated Documents” means, with respect to a Benefit Program and as applicable, the insurance contracts, certificates of coverage, summary plan descriptions, plan instruments and any other document which governs the terms of the Benefit Program, as determined by the Employer in its sole discretion. A document is only treated as an Incorporated Document if it is listed in Schedule A or otherwise affirmatively identified in writing by the Employer as an Incorporated Document. The Employer has the sole discretion to determine whether a document is an Incorporated Document, and the Employer’s determination shall be conclusive and binding on all parties.

(l) “Participant” means any individual (including a Dependent) who is enrolled in and participates in a Benefit Program in accordance with the rules set forth in this Wrap Plan Document and SPD and any other applicable Incorporated Documents.

(m) “Plan” means this health and welfare benefit plan, as identified in Article I, Section 2 below.

(n) “Plan Year” means the 12-month period described Article I, Section 2 below.

2. General Plan Information

(a) Plan Name: VitalCare Corporation Health & Welfare Benefit Plan.

(b) ERISA Plan Number: 501

(c) Original Effective Date of Plan:

(d) Date of this Wrap Plan Document and SPD (if Different Than Effective Date):

(e) Plan Year: This Plan’s records are maintained on a twelve-month period of time (“Plan Year”), except in the case of a shorter initial Plan Year for the year of the Plan’s establishment.

Initial Plan Year. The first Plan Year following the Effective Date of this Plan runs from through .

(2) Subsequent Plan Years. After any shorter initial Plan Year (if applicable), the twelve-month Plan Year begins on each and ends on the following .

3. Employer Information

Your Employer's name, address, and identification number are:

- (a) Employer Name: VitalCare Corporation
- (b) Employer Address: 1400 W 122nd Ave, Suite 140, Westminster, Colorado, 80234
- (c) Employer Identification Number: 81-3469354

4. Plan Administrator Information

The name, address and business telephone number of the Plan's Administrator are:

- (a) Plan Administrator Name: VitalCare Corporation
- (b) Plan Administrator Address: 1400 W 122nd Ave, Suite 140, Westminster, Colorado, 80234
- (c) Plan Administrator Telephone Number: 7204580642

The Plan Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. The Plan Administrator has the exclusive right to interpret the appropriate plan provisions. Decisions of the Administrator are conclusive and binding. You may contact the Administrator for any further information about the Plan.

5. Service of Legal Process

The name and address of the Plan's agent for service of legal process are:

- (a) Agent Name: Matt Dolph
- (b) Agent Address: 1400 W 122nd Ave, Suite 140, Westminster, Colorado, 80234
- (c) Agent Telephone Number: 7204580642

6. Plan Administrator, Named Fiduciary(ies), and Allocation of Responsibilities

The Plan Administrator is responsible for the administration of the Plan,

The Plan Administrator may delegate to any committee, person, or Employee, officer or agent of the Employer or an Affiliated Employer any one or more of its powers, functions, duties or responsibilities with respect to the Plan (or with respect to one or more component Benefit Programs, if applicable). Any such delegation of responsibilities may be amended from time to time in writing by the Plan Administrator and may be revoked in whole or in part at any time by written notice from one party to the other. Unless the Employer has delegated such responsibility to another party, the Employer shall be the Plan Administrator.

Subject to the following rules, the Plan Administrator is the "Named Fiduciary" of the Plan for purposes of ERISA:

- (a) With respect to the determination of the amount of, and entitlement to, benefits under any insured Benefit Program, the respective insurance company (as identified in Schedule A) is also a Named Fiduciary under such Benefit Program, with the full

power to interpret and apply the terms of the Benefit Program as they relate to the benefits provided under the applicable insurance policy.

(b) In addition, for any Benefit Program that is self-funded, the third-party administrator (as identified in Schedule A) for such self-funded Benefit Programs is the Named Fiduciary with respect to the determination of the amount of, and entitlement to, benefits under the respective self-funded Benefit Program (the “Claims Administrator”) unless otherwise specified in the Plan or an applicable Incorporated Document that comprises the “official” Plan document.

7. Benefit Programs

(a) Benefit Program Information (Schedule A). The Plan provides health and welfare benefits consisting of the Benefit Programs listed in Schedule A. For each such Benefit Program, Schedule A also lists the following information for each Benefit Program:

- (1) Benefit type (e.g., major medical, dental, vision, etc.).
- (2) Funding status (self-funded or insured).
- (3) Insurance carrier (fully insured benefits) or third-party administrator.
- (4) Insurance policy or administrative contract number (if applicable);
- (5) Eligibility requirements (or a reference to a separate document that describes eligibility); and
- (6) Any Incorporated Documents that go along with the Wrap Plan Document and SPD and provide additional information about the Benefit Program (e.g., benefits booklets, insurance policies, etc.)

(b) Incorporated Documents. By reference, this Wrap Plan Document and SPD incorporates by reference the summaries, insurance certificates/policies, benefits booklets, and other documents referenced in Schedule A that qualify as Incorporated Documents (as defined in this Plan).

(c) Revisions to Schedule A. Notwithstanding any contrary provision in this Wrap Plan Document and SPD or in any Incorporated Document, the Plan Sponsor may add, delete, or revise any of the Benefit Programs listed in Schedule A (in whole or in part) to reflect any changes in Plan benefits (including any additions, deletions, or changes to any Incorporated Document), and the Plan Sponsor is permitted to make such addition, deletion, or revision to Schedule A without a formal Plan amendment.

(d) Additional Information. As stated above, this Wrap Plan Document and SPD, together with the applicable Incorporated Documents,” collectively comprise the Plan’s written document and SPD required by ERISA. However, this Wrap Plan Document and SPD is not a complete description of every aspect of each Benefit Program (e.g., the specific covered medical expenses, deductibles, etc.) For these reasons, please keep all of the Incorporated Documents you receive along with this Wrap Plan Document and SPD. In addition, the ERISA claims procedures for each Benefit Program are contained in the applicable Incorporated Document for the Benefit Program (rather than in this Wrap Plan Document and SPD).

8. Amendment and Termination

The Employer reserves the right to amend any part or all of the Plan or a Benefit Program at any time and for any reason by written instrument.

In addition, the Employer reserves the right to terminate the Plan or a Benefit Program at any time by written instrument. The Plan or Benefit Program, as applied to any single Employer, may be terminated at any time by such Employer, subject to consent of the Employer. Upon termination of the Plan, the Plan shall continue until all pending claims for benefits outstanding as of the date of termination have been paid or otherwise resolved.

9. Compliance with Federal Laws

The Plan Sponsor intends the Plan to be an “employee welfare benefit plan” as defined in ERISA, and to comply with all applicable federal laws including but not limited to ERISA, the Newborns’ and Mothers’ Health Protection Act of 1996 (the “Newborns’ Act”),

the Family and Medical Leave Act of 1993, as amended (“FMLA”), the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”), the Women’s Health and Cancer Rights Act of 1998 (“WHCRA”), the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Patient Protection and Affordable Care Act (“PPACA”), and all applicable requirements under Sections 9801 and 9802 of the Internal Revenue Code of 1986, as amended (the “Code”).

II STATEMENT OF ERISA RIGHTS

Plan Participants, eligible employees and all other employees of the Employer may be entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). These laws provide that Participants, eligible employees and all other employees are entitled to:

(a) Receive Information About the Plan and Benefits

- (1) Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work- sites 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 Employee Benefits Security Administration.
- (2) Obtain copies of all documents governing the operation of the Plan upon written request to the Plan Administrator. The Plan Administrator may charge a reasonable fee for the copies.
- (3) Receive a summary of the Plan’s financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

(b) Continue Group Health Plan Coverage

Continue health coverage for participants, including covered spouses or dependents if there is a loss of coverage under the Plan as a result of a qualifying event. Participants 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.

(c) 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 the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of the Plan Participants and beneficiaries. No one, including the Participant's Employer, union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit from the Plan, or exercising your right under ERISA.

(d) Enforce Your Rights

If a Participant's claim for a benefit under the Plan is 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 above rights. For instance, if a Participant requests materials from the Plan and does not receive them within 30 days, the Participant may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay the Participant up to \$110 a day until he or she receives the materials unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If a Participant has a claim for benefits which is denied or ignored, in whole or in part, he or she may file suit in a state or federal court. In addition, if a 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 a Participant is discriminated against for asserting his or her rights, the Participant may seek assistance from the U.S. Department of Labor, or may file suit in a federal court. The court will decide who should pay court costs and legal fees. If the Participant is successful, the court may order the person the Participant sued to pay these costs and fees. If the Participant loses, the court may order the Participant to pay these costs and fees, for example, if it finds the claim is frivolous.

IF YOU HAVE QUESTIONS

If a Participant has any questions about the Plan, he or she should contact the Plan Administrator. If a Participant has any questions about this statement or about his or her rights under ERISA, or, if the Participant needs assistance obtaining documents from the Plan Administrator, the Participant should contact the nearest office of the U. S. Department of Labor, Employee Benefits Security Administration listed in the 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. Participants may also obtain certain publication about their rights and responsibilities under ERISA by calling the publication hotline of the Employee Benefits Security Administration.

EXECUTION

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing, the Employer has caused the Wrap Plan Document and SPD to be duly executed in its name and on its behalf, to be effective as of the Effective Date specified herein.

Employer

Print Name: _____

Title: _____

Signature: _____

Date: _____

SCHEDULE A
COMPONENT BENEFIT PROGRAMS

| Benefit Program Name | Benefit Program Type | Funding | Insurer/TPA | Policy/Contract # | Eligible Employee(s)* | Incorporated Document(s) |
|----------------------|----------------------|---------|-------------|-------------------|-----------------------|--------------------------|
|----------------------|----------------------|---------|-------------|-------------------|-----------------------|--------------------------|

*Additional eligibility rules and requirements may apply, as set forth in the Incorporated Documents or as listed below.

SCHEDULE B
AFFILIATED EMPLOYERS PARTICIPATING IN THE PLAN