PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION

Employee Assistance Plan

Mayo Clinic Rochester
Mayo Clinic Health System - SWWI

January 2018
INTRODUCTION

Mayo Clinic sponsors the Mayo Clinic Employee Assistance Plan (EAP or Plan) to provide employees and eligible family members of Mayo Clinic Rochester help to address and manage life issues and concerns. Plan services vary depending on the employer location. Effective January 1, 2018, this document sets forth the services available for employees in Rochester and Mayo Clinic Health System – SWWI who are eligible for the Mayo Clinic EAP and will be referred to as the “Plan”.

This is the Plan Document for the component of the EAP available to Rochester and Mayo Clinic Health System – SWWI employees, but because it is intended to give employees an easily understood explanation of the Plan, it also serves as the Summary Plan Description (SPD). Privacy rules required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) are part of this Plan and are stated in a separate document that is available from the Plan Administrator. Other portions of the Plan that apply to other employees working at other locations or covered by other options are described in separate documents that are listed in the administrative section of this document.

The EAP offers confidential and professional counseling meant to help you and your family members deal with personal problems. The EAP’s staff consists of trained, experienced, licensed clinical professionals within Mayo Clinic with expertise in counseling individuals with personal issues and concerns. The purpose of this SPD is to describe the benefits available to you under the EAP.

We all have problems at some time in our lives. Usually we are able to handle them ourselves, but sometimes a personal problem gets out of hand. When this happens, it can interfere with relationships, job performance, and physical health. That is why Mayo Clinic provides a special service that can be used by you, your spouse, and your eligible family members.
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PARTICIPATION

Who is Eligible

If you are classified by a participating employer for payroll and personnel purposes as an employee, you are eligible to use EAP services. As noted above, the benefits described in this Plan Document apply to Rochester and Mayo Clinic Health System – SWWI employees only. In addition, your eligible family members (spouse and your child or children who are under the age of 26) are eligible for services. A child whose coverage is required under a Qualified Medical Child Support Order (QMCSO) will be eligible to participate in the Plan. The Plan Administrator will review a child support order and determine whether it is qualified. Upon written request to the Plan Administrator, you may obtain a copy of the procedures governing QMCSOs at no charge.

How to Enroll

As an eligible employee of a participating employer, you are automatically eligible for services provided through the EAP.

When Coverage Begins

Your coverage begins on your first day of employment.

If you are not actively at work on or in attendance for your regular course of study the date coverage would otherwise begin, coverage begins on the first day you return to work and assume your normal duties or commence your education.

Coverage during a Leave of Absence

Your coverage under the EAP will continue during any approved leave of absence, such as family, medical, military, and other approved leaves.

When Coverage Ends

Subject to continuation of coverage discussed below, your eligibility under the Plan will terminate immediately upon termination of the Plan or at midnight on the occurrence of the earliest of:

- The last day of the month in which you terminate employment with the participating employer.
- The date you retire.
- The date of your death.
- The date the employer terminates the Plan or its participation in the Plan.

Family members’ eligibility under the Plan will terminate immediately upon termination of the Plan or at midnight on the occurrence of the earliest of:

- The last day of the month in which you terminate your employment with the participating employer.
- The date the Employer terminates the Plan or its participation in the Plan.
- The date of your death.
- The date that an individual no longer meets the definition of eligible family member.

Important Note: If coverage would have ended based on a COBRA qualifying event, you will automatically remain covered under the EAP for a period of up to 36 months at no charge.

Cost of Coverage

Mayo Clinic pays all of the cost of the EAP.
**EAP BENEFITS**

**How the EAP Works**

The EAP is a confidential and voluntary assessment, counseling, and referral service that is designed to help you and your family resolve personal problems. The EAP provides short-term assistance by offering problem identification and short-term problem resolution counseling when indicated by Mayo Clinic EAP. All Mayo Clinic EAP Counselors are experienced and have special training in all phases of EAP practice, including mental health issues and drug and alcohol concerns.

**Your Right to Confidentiality**

All interactions between you and the EAP are strictly confidential and will not be noted in any official company record, clinical record, or in your personnel file. Information from the EAP may be released only with your written permission, in response to state or federal statute/regulation, or from a court or other legal order. The law may require the release of specific information when the life or safety of a person is seriously threatened.

**How to Obtain Covered Services**

**Rochester Employees:**

You and your eligible family members may call the EAP at 507-266-3330 to request information or schedule an appointment with an EAP Counselor. You can access EAP services at any time, 24 hours a day, seven days a week. When you call, the EAP receptionist will ask you for your complete name, LAN ID, and contact phone number. Most appointments are offered within 1-3 days.

**Mayo Clinic Health System – SWWI Employees:**

You and your eligible family members may call the EAP at 608-392-9530 to request information or schedule an appointment with an EAP Counselor. You may be eligible for different benefits than those listed below. Please contact the Employee Assistance Center at 608-392-9530 for more information.

**Covered Services**

The EAP’s counseling services include:

- Problem assessment
- Short-term counseling
- Referrals to appropriate resources

Examples of personal problems the EAP can help with are:

- Marital or family problems
- Relationship issues
- Child or elder care issues
- Drug or alcohol concerns
- Interpersonal conflicts
- Emotional problems such as depression, anxiety, or stress-related issues
- Occupational problems
- Phase of life problems (leaving school, entering college, starting a new career, marriage, divorce, retirement)
• Bereavement
• Financial or credit concerns
• Legal questions

This is not intended to be an all-inclusive list. Please contact the EAP if you have an issue with which you need assistance.

**Supervisor Referral**

You may be referred to the EAP by a supervisor or manager. If you receive such a referral, it is your choice whether to call the EAP or decline this option.

**Referral to Outside Resources**

Once you have completed an EAP assessment, your EAP Counselor may:

• Refer you to a health care provider. It will be your responsibility to verify coverage with your health plan or pay for charges not reimbursed by your plan.

• Refer you to other community resources.

**Exclusions**

Coverage is not provided for services other than those described in “Covered Services,” above. If your EAP Counselor refers you to another resource for assistance (such as an attorney for legal problems, a financial advisor for money problems, or an external counselor or therapist for treatment), you must pay for those charges yourself. (Note that mental health treatments may be covered under your Medical Plan.) It is your responsibility to verify coverage with your health plan or pay for charges not paid or reimbursed by your plan. The EAP does not cover and does not pay claims submitted by any health care provider or other third party that is not a participating provider or that provides services outside the scope of the EAP, and it is your responsibility to determine whether any referral may be covered by your health plan.

**Employee Discounts**

Mayo Clinic and Mayo Clinic Health Systems may provide a variety of discounts on services or products. The discounts are only available to those eligible for the EAP. For example, employees and eligible dependents may be eligible to receive discounts on purchases of eyeglasses and materials at Mayo Clinic Optical Shops. Discounts may vary based upon location and materials. Any discounts are made available directly from Mayo Clinic or a Mayo Clinic Health System practice site and are not accessible by calling the EAP. Please contact Mayo Clinic or a Mayo Clinic Health System practice directly for more information regarding such discounts.

**Additional Services**

The Plan contains a wellness program component called the Well-Being Index, which is a web-based tool that evaluates multiple dimensions of distress via a questionnaire in an effort to end employment “burnout” for Plan participants, and also provides several other resources. For more information regarding the Well-Being Index, please contact HR Connect at 507-266-0440.
CLAIMS ADMINISTRATION

You (or your authorized representative) may make a claim for benefits under the Plan by providing notice of your claim to the Claims Administrator. The Claims Administrator has the authority to review certain claims and, in connection with this review, to interpret the plan and decide claims-related questions. Because the Plan is a group health plan (as defined under ERISA), special rules apply to claims filed and appealed under the Plan, as described further in this document.

Claims must be submitted in writing. Your claim is not considered submitted until you provide all information that is necessary for determination of your claim.

Notification of Initial Determination

After you make your claim for benefits, you will be notified of the benefit determination within 30 days after receipt of the claim by the Claims Administrator. The Claims Administrator may extend this period for up to 15 days, if necessary. If extra time is needed to process your claim, you will be notified before the end of the initial 30-day period of the circumstances requiring the extension and the date by which the Claims Administrator expects to render a decision. If additional information is needed because necessary information is missing from the request, the notice will specify what information is needed. You must provide the specified information to the Claims Administrator within 45 days after receiving the notice. The determination period will be suspended on the date the Claims Administrator sends a notice of missing information and the determination period will resume on the date you respond to the notice.

Content of Initial Notification

If any part of your claim is denied, you will be notified in writing or electronically. This notice will tell you the reason for the denial, including the provisions of the Plan on which the denial is based. It also will describe any additional information that may be needed to change the decision denying your claim and explain why such information is necessary. Also, the notice will describe the procedures for appealing the decision, including the time limits for doing so, and include a statement of your right to bring a civil action for benefits following an adverse determination on appeal.

In addition, the notification also will explain any rule, guideline, protocol or similar criterion relied upon in making the adverse determination, or include a statement that such a rule, guideline, protocol or similar criterion was relied upon in making the determination and that a copy of such rule, guideline, protocol or other criterion will be provided free of charge upon request (collectively, the “Rule and Guideline Summary”). If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, the notification also will contain either an explanation of the scientific or clinical judgment for the determination or a statement that such explanation will be provided free of charge upon request (collectively, the “Medical Necessity/Experimental Treatment Summary”).

Appeal of Determination

If you receive an adverse benefit determination, you have 180 days to appeal the decision. Your appeal must be in writing and state that a formal appeal is being requested and include all pertinent information regarding the claim in question. You should describe the reasons why you think the decision on your claim was incorrect.

Appeals should be directed to the Claims Administrator with which you filed your initial claim. You or your authorized representative will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information related to your claim.

If you do not file an appeal within the time permitted, your claim will be deemed abandoned and you may not reassert it under these procedures or in a court or any other venue. If you fail to raise issues or present
evidence on appeal, you may not be able to raise those issues present that evidence in any later proceeding or judicial review of your claim.

**Content of Appeal Notification**

If your appeal is denied, you will be notified in writing or electronically within 60 days. The denial will tell you the reason for the denial, including the provisions of the Plan on which the denial is based. It also will inform you of your right to receive reasonable access to, and copies of, any documents, records and other information related to your appeal. In addition, the notice will tell you about your right to bring a civil action for benefits. Finally, the notice will contain the Rule and Guideline Summary and Medical Necessity/ Experimental Treatment Summary described above.

**Legal Action**

You may not bring a civil action for benefits unless you have exhausted your administrative review rights under the internal claims procedures for the Plan. No civil action may be brought more than one year after the date on which your claim is denied on final appeal.
GENERAL PROVISIONS

HIPAA Privacy Rules

Effective April 14, 2003, the Plan was subject to new federal privacy requirements. As a participant you will receive a Notice of Privacy describing your rights under these regulations. The privacy requirements are contained in a separate document entitled “HIPAA Provisions to Mayo Clinic Group Health Plans,” which is a component of the Plan document. The privacy provisions permit Mayo as Plan Sponsor to obtain your protected health information for certain limited purposes, such as operation of the Plan. However, these provisions require Mayo to agree to various safeguards to protect your health information from impermissible uses and disclosures. You may obtain a copy of the privacy provisions by contacting the Plan Administrator.

No Guarantee of Employment

Participation in the Plan will not be construed as giving you any right to continue in the employ of the Employer. You will remain subject to discharge by the Employer to the same extent had the Plan not been adopted.

Non-Discrimination Policy

The Plan will not discriminate against you or your eligible family members based on race, color, religion, national origin, disability, sex, or age. The Plan will not establish rules for eligibility based on health status, medical condition, claim experience, receipt of health care, medical history, evidence of insurability, genetic information, or disability.

Any portion of the Plan subject to Section 105(h) of the Internal Revenue Code of 1986 shall not discriminate in favor of highly paid Employees as to benefits or eligibility to participate.

Conformity with Governing Law

If any provision of the Plan is contrary to any law to which it is subject, such provision is hereby amended to conform thereto.

Construction of Terms

Words of sex will include persons and entities of any sex. The plural will include the singular, and the singular will include the plural.

USERRA

The Plan Administrator ensures that the Plan fully complies with the provisions of USERRA at all times.
PLAN ADMINISTRATION

Powers and Duties of the Plan Administrator

The Plan Administrator will have the powers and duties of general administration of the Plan including the following:

- The discretion to determine all factual and legal questions relating to the eligibility of individuals to participate, or for you to remain a participant in the Plan and to receive benefits under the Plan. With respect to claims for benefits, the Plan Administrator has delegated authority and discretion.

- To require any person to furnish such reasonable information as the Plan Administrator may request for the proper administration of the Plan as a condition of eligibility for you or eligible family members to participate under the Plan and to receive any benefits under the Plan.

- By action to delegate to other persons authority to carry out any duty or power which, under the terms of the Plan or applicable law, would otherwise be a responsibility of the Plan Administrator, including but not limited to appointment of and delegation of duties to the Salary and Benefit Committee.

- To maintain or delegate to others the duty of maintaining necessary records for the administration of the Plan.

- To interpret the provisions of the Plan, make and publish such rules and procedures for regulation of the Plan, and prescribe such forms as the Plan Administrator will deem necessary.

Records

The Plan Sponsor, Plan Administrator, Claim Administrator, and others to whom the Plan Sponsor has delegated duties and responsibilities under the Plan shall keep accurate and detailed records of any matters pertaining to administration of the Plan in compliance with applicable law.

Allocation of Responsibilities

The Named Fiduciaries may designate other persons who are not Named Fiduciaries to carry out such fiduciary responsibilities. The responsibilities imposed by the Plan on each Named Fiduciary are not joint responsibilities with any other fiduciary unless specifically so designated therein. No fiduciary is responsible for the act, or failure to act, of any other fiduciary.
YOUR RIGHTS UNDER ERISA

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

Receive Information about Your Plan and Benefits

a) 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 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.

b) 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 Administrator may make a reasonable charge for the copies.

c) 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, your union, or any other person, may fire you or otherwise 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 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 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 that is denied or ignored, in whole or in part, you may file suit in a state or federal court. If the Plan requires you to complete administrative appeals prior to filing in court, your right to file suit in state or federal court may be affected if you do not complete the required appeals. 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 Plan Administrator. 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 (formerly known as the Pension and Welfare Benefits 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 also may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration. Live assistance is available Monday through Friday from 8:00 a.m. to 8:00 p.m. Eastern Time by calling 1-866-4-USA-DOL (1-866-487-2365), or TTY 1-877-889-5627.
COBRA CONTINUATION COVERAGE

Except for termination of employment based on gross misconduct, if your EAP would have ended based on a COBRA qualifying event, you and your eligible family members will automatically continue to be covered under COBRA at no charge for 36 months. You do not need to elect coverage. COBRA qualifying events include termination of employment, death of the employee, divorce or legal separation, and losing status as an eligible family member.
NON-DISCRIMINATION NOTICE

Discrimination is Against the Law

The Mayo Medical Plan, Mayo Flexible Spending Account Plan, Mayo Dental Plan, Mayo Retiree HRA Plan and Mayo Clinic Employee Assistance Plan (collectively, the Plans) comply with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. The Plans do not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

The Plans provide:

- Free aids and services to people with disabilities to communicate effectively with us, such as: qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Free language services to people whose primary language is not English, such as: qualified interpreters or information written in other languages.

If you need these services, contact Mayo Clinic, Chair-Total Rewards. If you believe that the Plans have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: Mayo Clinic, Chair-Total Rewards 200 First Street SW Rochester, MN 55905, 507-266-0440 or fax-507-538-1856.

You can file a grievance in person, by mail, or fax. If you need help filing a grievance, Mayo Clinic, Chair-Total Rewards is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at: U.S. Department of Health and Human Services 200 Independence Avenue, SW Room 509F, HHH Building Washington, D.C. 20201 1-800-368-1019, 800-537-7697 (TDD) Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html


תינוקות: אם אתם מדים בInstanceOf מונדית, יש לך זיכיון להזדמנות сети יהודה fu fu 507-266-0440 (TTY: 1-800-407-2442)


注意事項: 日本語を話される場合、無料の言語支援をご利用いただけます。507-266-0440（TTY: 1-800-407-2442）まで、お電話にてご連絡ください。


# PLAN ADMINISTRATION

Important Plan administrative information is shown in the following table.

<table>
<thead>
<tr>
<th>Plan Name</th>
<th>Mayo Clinic Employee Assistance Plan</th>
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<tbody>
<tr>
<td>Plan Number</td>
<td>523</td>
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<tr>
<td>Plan Sponsor, Plan</td>
<td>Mayo Clinic</td>
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<tr>
<td>Administrator</td>
<td>200 1st Street SW</td>
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<tr>
<td></td>
<td>Rochester, MN 55905</td>
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<td></td>
<td>(507) 266-0440</td>
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<tr>
<td>Plan EIN</td>
<td>41-6011702</td>
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<tr>
<td>Named Fiduciary</td>
<td>Salary &amp; Benefits Committee</td>
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<td>Mayo Clinic</td>
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<td>200 First Street SW</td>
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<td>Rochester, MN 55905</td>
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<td>(507) 266-0440</td>
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<tr>
<td>Type of Plan</td>
<td>Welfare benefit plan</td>
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<td>Collectively Bargained</td>
<td>The Plans are maintained in part</td>
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<td>Groups</td>
<td>pursuant to one or more collective</td>
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<td>bargaining agreements. A copy of any</td>
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<td>such agreement may be obtained by you</td>
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<td>upon written request to the Plan</td>
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<td>Administrator and is available for</td>
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<td>examination.</td>
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<td>Agent for Service of</td>
<td>Mayo Clinic c/o William A. Brown,</td>
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<td>Legal Process</td>
<td>Assistant Treasurer</td>
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<td>200 1st Street SW</td>
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<td>Rochester, MN 55905</td>
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<td>*The Plan Administrator may also be</td>
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<td>served with process*</td>
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<td>Sources of Contributions</td>
<td>The Employer pays the cost of the Plan.</td>
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<td>Type of Administration</td>
<td>The Plan is administered by the Plan</td>
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<td>Administrator with benefits provided</td>
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<td>in accordance with the provisions of</td>
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<td>the applicable Plan document.</td>
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<td>Plan Year</td>
<td>The Plan and its records are kept on</td>
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<td>a calendar year basis.</td>
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<td>Plan Amendment Procedure</td>
<td>The Plan Administrator reserves full</td>
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<td>authority, at its sole discretion,</td>
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<td>to terminate, suspend, withdraw,</td>
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<td>reduce, amend, or modify the Plan,</td>
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<td>in whole or in part, at any time,</td>
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<td>without prior notice.</td>
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<td>Claims Administrator</td>
<td>Mayo Clinic</td>
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<tr>
<td>Components of EAP</td>
<td>Mayo Clinic Employee Assistance Plan</td>
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<td>(excludes Rochester and Mayo Clinic</td>
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<td>Health System – SWWI Employees) –</td>
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<td>VITAL WorkLife Option</td>
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<td>Mayo Clinic Employee Assistance Plan</td>
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<td>(Rochester and Mayo Clinic Health</td>
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<td>System – SWWI Employees) – Mayo Clinic</td>
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<td></td>
<td>Option</td>
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<td>Privacy Rules</td>
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### Employers Participating in Employee Assistance Plan

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<tr>
<th>Employer Name</th>
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<tbody>
<tr>
<td>Charterhouse</td>
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<tr>
<td>Franklin Heating Station</td>
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<td>Gold Cross Ambulance Service</td>
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<td>Herman House LLC</td>
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<td>Mayo Clinic</td>
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<td>Mayo Clinic Arizona</td>
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<tr>
<td>Mayo Clinic Florida (a non-profit corporation)</td>
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<td>Mayo Clinic Health System-Southeast Minnesota Region</td>
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<td>Mayo Clinic Health System-Decorah Clinic Physicians</td>
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<td>Mayo Clinic Health System-Fairmont</td>
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<td>Mayo Clinic Health System-Franciscan Medical Center, Inc.</td>
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<td>Mayo Clinic Health System-Lake City Medical Center</td>
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<td>Mayo Clinic Health System-Southwest Minnesota Region</td>
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<td>Mayo Clinic Health System-Northwest Wisconsin Region, Inc.</td>
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<td>Mayo Clinic Health System-Pharmacy &amp; Home Medical Supply, Inc.</td>
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<tr>
<td>Mayo Clinic Health System – St. James</td>
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<tr>
<td>Mayo Clinic Hospital - Rochester</td>
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<tr>
<td>Mayo Clinic Jacksonville (a non-profit corporation)</td>
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<tr>
<td>Mayo Collaborative Services, LLC</td>
</tr>
<tr>
<td>Mayo Foundation for Medical Education and Research</td>
</tr>
<tr>
<td>Rochester Airport Company</td>
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