

UNIVERSITY OF SOUTHERN CALIFORNIA

FLEXIBLE BENEFIT PLAN

Effective as of January 1, 2023

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UNIVERSITY OF SOUTHERN CALIFORNIA
FLEXIBLE BENEFIT PLAN

Article 1 **Introduction.**

1.1. Purpose of Plan. Effective January 1, 2023, this document amends and restates the University of Southern California Flexible Benefit Plan (the “Plan”). The purpose of this Plan is to provide Participants with a choice between cash and Optional Benefit Coverages.

1.2. Cafeteria Plan status. This Plan is intended to qualify as a “cafeteria plan” under section 125 of the Internal Revenue Code of 1986, as amended, and is to be interpreted in a manner consistent with the requirements of Code section 125.

Article 2 **Definitions.**

Wherever used in this Plan, the singular includes the plural and the following terms have the following meanings, unless a different meaning is clearly required by the context:

“Administrator” means the University or such other person or committee as may be appointed from time to time by the University to supervise the administration of the Plan.

“Benefit Eligible Employee” means a regular Employee who is regularly scheduled to work at least 50-percent full-time equivalent hours. The term “Benefit Eligible Employee” includes an individual covered by a collective bargaining agreement with a Participating Employer if and only to the extent that the agreement provides for participation in this Plan. The term “Benefit Eligible Employee” shall not include any individual who is employed in a department, unit, or job classification designated by the Employer as not eligible for benefits, except to the extent that such employee or individual must be treated as a Benefit Eligible Employee in order to avoid the imposition of an assessment under Code section 4890H(a), as determined by the Administrator in its sole discretion.

“Code” means the Internal Revenue Code of 1986, as amended from time to time. Reference to any section or subsection of the Code includes reference to any comparable or succeeding provisions of any legislation which amends, supplements or replaces such section or subsection.

“Domestic Partner” means an individual of the same or opposite gender as the Participant with whom the participant has a relationship of commitment that meets the requirements established by the Administrator and which is certified by the Participant to the Administrator, and with whom the Participant has filed a Declaration of Domestic Partnership with either the California Secretary of State or the county in the State of California in which the Participant resides that has not been terminated. The requirements, terms and conditions of such status shall be determined by the Administrator and may be amended from time to time.

“Employee” means any individual who is employed by a Participating Employer as a common-law employee.

“Key Employee” means any person who is a key employee, as defined in section 416(i)(1) of the Code, with respect to a Participating Employer.

“Optional Benefit Coverages” means the coverages available to a Participant as set forth in Schedules A and B.

“Participant” means any individual who participates in the Plan in accordance with Article 3.

“Participating Employer” means the University of Southern California (“USC”) and any affiliate of USC reflected in Schedule C whose participation in this Plan has been approved by the University.

“Plan” means the University of Southern California Flexible Benefit Plan as set forth herein, together with any and all Schedules, amendments and supplements hereto.

“Plan Year” means the calendar year.

“University” means the University of Southern California or USC, and any successor to all or a major portion of its assets or business that assumes the obligations of the University under the Plan

Article 3 Participation.

3.1. Commencement of participation. Each Benefit Eligible Employee will become a Participant on the later of (a) the first of the month following the individual’s date of hire, or (b) the date the individual becomes a Benefit Eligible Employee, provided a Benefit Eligible Employee elects, in such form and by such time as the Administrator prescribes, to participate in the Plan.

3.2. Cessation of participation. A Participant will cease to be a Participant as of the earlier of (a) the date on which the Plan terminates or (b) the date on which the Participant ceases to be a Benefit Eligible Employee (including, without limitation, cessation due to a Plan amendment by the University in accordance with Article 6 hereof).

3.3. Reinstatement of former Participant. A former Participant will become a Participant again if and when he or she again becomes a Benefit Eligible Employee.

Article 4 Optional Benefit Coverages.

4.1. Coverage options. Each Participant may choose under this Plan to receive full compensation in cash or to have all or a portion of it applied by the Participant’s Participating Employer toward the cost of the Optional Benefit Coverages available to the Participant. Notwithstanding anything herein to the contrary, Optional Benefit Coverages shall be limited to

those coverages and benefits that are available to the Participant under the plans identified on Schedule A and Schedule B. While coverages and benefits available under the plans identified on Schedule A may be elected on either a pre-tax or an after-tax basis, coverages and benefits available under the plans identified on Schedule B must be elected on a pre-tax basis. If a Participant does not specify, in the form and manner required by the Administrator, an after-tax election with respect to the election of a benefit or coverage identified on Schedule A, his or her compensation will be reduced on a pre-tax basis (to the extent permitted by the Code).

4.2. Description of Optional Benefit Coverages. While the election of one or more of the Optional Benefit Coverages may be made under this Plan, the coverages and benefits thereunder will be provided not by this Plan but by the plans identified on Schedules A and B. The types and amounts of benefits available under each plan described on Schedules A and B, the requirements for participating in such plan, and the other terms and conditions of coverage and benefits under such plan are as set forth from time to time in the plans identified on Schedules A and B, and in any group insurance contracts and prepaid health plan contracts that constitute (or are incorporated by reference in) certain of those plans. The benefit descriptions in such plans and contracts, as in effect from time to time, are hereby incorporated by reference into this Plan.

4.3. Election of Optional Benefit Coverages in lieu of cash. A Participant may elect under this Plan, in accordance with the procedures described in Sections 4.4, 4.5 and 4.6, to receive one or more Optional Benefit Coverages to the extent available to the Participant under the applicable plans identified on Schedules A and B.

(a) If a Participant elects coverage for a Plan Year under a plan identified on Schedule A, and if the Participant is required under such plan to pay a share of the cost of such coverage, such share shall be paid by the Participant's Participating Employer by

means of a reduction in the Participant's regular compensation for the Plan Year. The balance of the cost of each such coverage, if any, shall be paid by the Participating Employers under this Plan with non-elective Participating Employer contributions.

(b) If a Participant elects coverage for a Plan Year under a flexible spending arrangement plan identified on Schedule B, the Participant's regular cash compensation for the Plan Year will be reduced by such amount as the Participant elects (subject to the limitations of those plans) and an amount equal to the reduction in compensation will be credited to the appropriate reimbursement account in accordance with the applicable flexible spending arrangement plan identified on Schedule B.

4.4. Election procedure. Prior to the commencement of each Plan Year, the Administrator shall provide (or make available) a means of election for each Participant and for each other individual who is expected to become a Participant at the beginning of the applicable Plan Year. The election shall be effective as of the first day of the Plan Year. Each Participant who desires to elect an Optional Benefit Coverage available for the Plan Year shall so specify when making an election. The Participant shall agree to a reduction in compensation (or, if applicable, a deduction from the Participant's after-tax compensation) equal to the cost of the Optional Benefit Coverages elected by the Participant. Each election must be completed and returned to the Administrator on or before such date as the Administrator shall specify and must include such supporting documentation as may be required by the Administrator.

4.5. New Participants. Before, or as soon as practicable after, an individual becomes a Participant under Section 3.1 or 3.3, the Administrator shall provide the means of election described in Section 4.4 to the individual. If the individual desires one or more Optional Benefit Coverages for the balance of the Plan Year, the individual shall so specify on the appropriate

election form or forms. The Participant shall agree to a reduction in compensation (or, if applicable, a deduction from the Participant's after-tax compensation) equal to the cost of the Optional Benefit Coverages elected by the Participant. Each election must be completed and returned to the Administrator on or before such date as the Administrator shall specify and must include such supporting documentation as may be required by the Administrator.

4.6. Failure to make election.

(a) A new Participant's failure to make an election under Section 4.4 or 4.5 on or before the due date specified by the Administrator for the Plan Year in which the individual becomes a Participant shall constitute (1) an election of such default coverage, if any, as the Administrator, may in its discretion, designate from time to time and, if Participant fails to opt-out of such default coverage before the start of the applicable Plan Year, an agreement to the reduction in the Participant's compensation for the Plan Year equal to the cost of such default coverage, or (2) if no such default coverage is available, an election by the Participant to receive his or her full compensation in cash.

(b) An existing Participant's failure to make an election relating to coverage under a plan identified as an Optional Benefit Coverage on Schedule A on or before the due date specified by the Administrator for any subsequent Plan Year shall constitute (1) a re-election of the same coverage or coverages, if any, under such plans as were in effect just prior to the end of the preceding Plan Year (to the extent such coverage remains available as an Optional Benefit Coverage under the Plan), and (2) an agreement to a reduction in the Participant's compensation (or, if applicable, a deduction from his or her after-tax compensation) for the subsequent Plan Year equal to the cost of such coverage or coverages.

(c) An existing Participant's failure to make an election under Section 4.4 or 4.5 relating to coverage under a flexible spending arrangement plan identified on Schedule B on or before the due date specified by the Administrator for any Plan Year shall constitute an election by the Participant of cash compensation in lieu of such coverage, regardless of any election in effect during the preceding Plan Year.

4.7. Revocation or change of election by the Participant during the Plan Year.

(a) Any election made under the Plan (including an election made through inaction under Section 4.6) shall be irrevocable by the Participant during the Plan Year except as otherwise provided in (b) through (k) below.

(b) With respect to any Optional Benefit Coverage, a Participant may revoke an election in writing for the balance of the Plan Year and, if desired, file a new election in writing if, under the facts and circumstances, (1) a change in status occurs, and (2) the requested revocation and new election satisfy the consistency requirements in Section 4.8 below. For this purpose, a change in status includes the following events:

(1) Legal marital status. An event that changes a Participant's legal marital status, including marriage, death of spouse, divorce, legal separation or annulment.

(2) Number of dependents. An event that changes a Participant's number of dependents (as defined in Code section 152), including birth, death, adoption or placement for adoption, or legal guardianship.

(3) Employment status. An event that changes the employment status of the Participant or the Participant's spouse or dependent, including termination or commencement of employment, a strike or lockout, a commencement or return

from an approved unpaid leave of absence, and a change in worksite, as well as any other change in the individual's employment status that results in the individual becoming (or ceasing to be) eligible under a benefit plan of the Participating Employer.

(4) Requirements for dependents. An event that causes a dependent to satisfy or cease to satisfy the requirements for coverage on account of attainment of age or any similar circumstance.

(5) Residence. A change in the place of residence of the Participant or the Participant's spouse or dependent.

(6) Other. Such other events that the Administrator determines will permit the revocation of an election (and, if applicable, the filing of a new election) during a Plan Year under regulations and rulings of the Internal Revenue Service.

(c) In the case of coverage under a medical or dental plan identified on Schedule A, a Participant may revoke an election in writing for the balance of the Plan Year and file a new election in writing that corresponds with the special enrollment rights provided in Code section 9801(f), whether or not the change in election is permitted under Section 4.7(b) above.

(d) In the case of a judgment, decree or order resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order) that requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, a Participant may change his or her election (1) in order to provide coverage for the child under a health coverage identified on Schedule A if the order so requires, or (2) in order to cancel a health coverage identified

on Schedule A for the Participant's child if such order requires the Participant's spouse or former spouse or another individual to provide coverage for the child and that coverage is, in fact, provided.

(e) In the case of a medical coverage identified on Schedule A, a Participant may revoke an election in writing for the balance of the Plan Year and file a new election in writing in order to cancel or reduce such medical coverage for the Participant and/or for one or more covered dependents of the Participant to the extent that such individual becomes entitled to coverage under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). In addition, if the Participant or any eligible dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, the Participant may file a new election in writing for the balance of the Plan Year to commence or increase a medical coverage identified on Schedule A.

(f) In the case of an Optional Benefit Coverage identified on Schedule A or a dependent care assistance plan identified on Schedule B, if the Participants' share of the cost of such coverage significantly increases or significantly decreases during the Plan Year, the Participants may make a corresponding change in election under the Plan for the balance of the Plan Year, which will include (but not be limited to) the following:

(1) for a significant cost increase, Participants electing such coverage for the Plan Year may revoke their election and either elect a similar coverage identified on Schedule A or B for the balance of the Plan Year, or drop such coverage if there is no similar coverage identified on Schedule A or B; or

(2) for a significant cost decrease, Participants may elect to commence participation in the Optional Benefit Coverage with the significant cost decrease and may make corresponding election changes regarding similar coverage, for the balance of the Plan Year.

This Section 4.7(f) shall apply to a dependent care assistance plan identified on Schedule B only if the significant cost change is imposed by a dependent care provider who is not a relative of the Participant. No election change may be made as to a health care reimbursement plan identified in Schedule B on account of a significant cost change.

(g) In the case of an Optional Benefit Coverage identified on Schedule A, if the Participant or the Participant's spouse or dependent experience a significant curtailment in coverage during the Plan Year, the Participant may make a corresponding change in election under the Plan for the balance of the Plan Year as follows:

(1) for a significant curtailment that is not a loss of coverage, the Participant electing such coverage for the Plan Year may revoke the election and elect a similar coverage identified on Schedule A for the balance of the Plan Year;
or

(2) for a significant curtailment that is (or is deemed by the Administrator to be) a loss of coverage, the Participant electing such coverage for the Plan Year may revoke the election and either elect a similar coverage identified on Schedule A for the balance of the Plan Year, or drop such coverage if there is no similar coverage identified on Schedule A.

(h) If during the Plan Year a new Optional Benefit Coverage becomes available, or an existing Optional Benefit Coverage is significantly improved, Participants

may elect the new or significantly improved coverage, and may make corresponding election changes regarding similar coverage, for the balance of the Plan Year, provided that no such election change may be made as to a health care reimbursement plan identified on Schedule B. For purposes of this Section 4.7(h), a Participant's change in dependent care provider shall be treated as a change in available coverage.

(i) In the event that a Participant's spouse or dependent makes an election change under a plan maintained by their employer, the Administrator may permit the Participant to revoke an election under this Plan and make a new election for the balance of the Plan Year that is on account of and corresponds with the election change made by the Participant's spouse or dependent, if:

(1) the election change made by the Participant's spouse or dependent under their employer's plan satisfies the regulations and rulings under Code section 125; or

(2) the period of coverage under the plan maintained by the employer of the Participant's spouse or dependent does not correspond with the Plan Year of this Plan.

(j) In the event that a Participant or the Participant's spouse or dependent loses group health coverage sponsored by a governmental or educational institution, the Participant may elect health coverages identified on Schedule A and B for the balance of the Plan Year for the Participant, the Participant's spouse or dependent.

(k) In the event that a Participant who was originally expected to average at least 30 hours of service a week is no longer expected to average 30 hours of service per week but does not lose eligibility under the Plan as a result of such reduction in expected

hours of service, the Participant may revoke an election of health care coverages identified on Schedule A and B for the balance of the Plan Year for the Participant, the Participant's spouse or dependent; provided that any such revocation corresponds to the Participant's or the Participant's spouse's or dependent's intended enrollment in another plan that provides minimum essential coverage that is effective no later than the first day of the second month following the date coverage is revoked under this Plan.

(l) In the event that a Participant or the Participant's spouse or dependent qualifies for either a special enrollment period or annual enrollment period to enroll in a Qualified Health Plan through a Marketplace, the Participant may revoke an election of health care coverages identified on Schedule A and B for the balance of the Plan Year for the Participant, the Participant's spouse or dependent either individually or collectively, as applicable; provided that any such revocation corresponds to the Participant's or the Participant's spouse's or dependents' intended enrollment in Marketplace coverage that is effective no later than the day following the last day of the coverage revoked under this Plan.

(m) Any application for a revocation and new election under this Section 4.7 must be made no later than 31 days after the date of the actual event and must include such supporting documentation as the Administrator may require. A revocation and new election under this Section 4.7 shall be effective at such time as the Administrator shall prescribe, unless otherwise required by law.

4.8. Consistency rules.

(a) A Participant's requested revocation and new election will be consistent with a change in status (1) if the election change is on account of and corresponds with a

change in status that affects the eligibility for coverage under a plan of the Participating Employer or under a plan maintained by the employer of the Participant's spouse or dependent, and (2) with respect to dependent care assistance, if the election change is on account of and corresponds with a change in status that affects expenses described in Code section 129 (including employment-related expenses as defined in Code section 21(b)(2)). A change in status that affects eligibility under an employer's plan shall include a change in status that results in the increase or decrease in the number of a Participant's family members or dependents who may benefit from coverage under the plan.

(b) Notwithstanding anything to the contrary in Section 4.8(a), a Participant's election to either increase or decrease the amount of the Participant's group-term life insurance and/or group disability coverage (if any) identified on Schedule A in response to a change in status described in Section 4.7(b) shall be deemed to meet the requirements of Section 4.8(a).

4.9. Changes by Administrator. If the Administrator determines, before or during any Plan Year, that the Plan may fail to satisfy for such year any nondiscrimination or other requirement imposed by the Code or any limitation on benefits provided to Key Employees, the Administrator shall take such action as the Administrator deems appropriate, under rules uniformly applicable to similarly situated participants, to assure compliance with such requirement or limitation. Such action may include, without limitation, a modification of elections by highly compensated Employees (as defined by the Code for purposes of the nondiscrimination requirement in question) or Key Employees without the consent of such Employees.

4.10. Adjustment of compensation reductions and deductions. If the cost of an Optional Benefit Coverage provided to a Participant under a plan identified on Schedule A increases or

decreases during a Plan Year, including any increase or decrease due to a change in the Participant's salary, a corresponding change shall be made in the compensation reductions or deductions of the Participant in an amount reflecting such increase or decrease, as determined by the Administrator. If the cost of dependent care assistance provided to a Participant under a plan identified in Schedule B increases or decreases during a Plan Year because of cost changes imposed by a dependent care provider who is not a relative of the Participant, a corresponding change may be made in the compensation reduction of the Participant in an amount to be determined by the Administrator.

4.11. Automatic termination of election. Any election made under this Plan (including an election made through inaction under Section 4.6) shall automatically terminate on the date on which the Participant ceases to be a Participant in the Plan, although coverage or benefits under a plan identified on Schedule A may continue if and to the extent provided by such plan. In the event such a former Participant again becomes a Participant before the end of the same Plan Year, the Participant may make a new election in accordance with Section 4.5 above for the plans identified on Schedules A and B.

4.12. Maximum elective contributions. The maximum amount of elective contributions under the Plan for any Participant shall be the total cost to the Participant for the Plan Year of the most expensive Optional Benefit Coverages that any Participant could elect.

4.13. Cessation of required contributions. Nothing in this Plan shall prevent the cessation of coverage or benefits under any plan identified on Schedule A or B, in accordance with the terms of such plan, on account of a Participant's failure to pay the Participant's share of the cost of such coverage or benefits, through compensation reduction or otherwise.

4.14. Elections via other media. The Administrator may, in its discretion, use any telephonic, electronic or other alternative media form that it deems necessary or appropriate for the election of benefits under the Plan.

4.15. Coordination with FMLA. Notwithstanding any other provision of this Plan, the Administrator may (a) permit a Participant to revoke (and subsequently reinstate) an election of one or more Optional Benefit Coverages under the Plan and (b) adjust a Participant's compensation reduction as a result of a revocation or reinstatement to the extent the Administrator deems necessary or appropriate to assure the Plan's compliance with the provisions of the Family and Medical Leave Act of 1993 and any regulations pertaining thereto.

4.16. Special rule for Domestic Partners. Notwithstanding anything in this Plan to the contrary, to the extent required under the Code, the cost of providing an Optional Benefit Coverage to a Participant's Domestic Partner and/or the child(ren) of such Domestic Partner (where the covered individual is not a dependent of the Participant for purposes of Code Section 152, as modified by Code Section 105(b) and IRS Notice 2008-78, and as may be amended from time to time by further legislation and regulatory guidance) shall be paid by the Participant with after-tax contributions, and the cost of such coverages shall either be deducted by the applicable Employer from the after-tax compensation of the Participant or, to the extent the cost of such coverages are paid from compensation reduction or any other form of employer contribution, shall be treated as taxable compensation received by the Participant and contributed by the Participant on an after-tax basis.

Article 5 **Administration of Plan.**

5.1. Plan Administrator. The administration of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried

out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in the Plan without discrimination among them. The Administrator will have full discretionary power to administer the Plan in all of its details, subject to applicable requirements of law. For this purpose, the Administrator's discretionary powers will include, but will not be limited to, the following discretionary authority, in addition to all other powers provided by this Plan:

- (a) To make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;
- (d) To appoint such agents, counsel, accountants, consultants and other persons as may be required to assist in administering the Plan; and
- (e) To delegate its responsibilities under the Plan and to designate other persons to carry out any of its responsibilities under the Plan, any such delegation or designation to be in writing.

Any determination by the Administrator, or any authorized delegate, shall be final and conclusive on all persons, in the absence of clear and convincing evidence that the Administrator acted arbitrarily and capriciously. Notwithstanding the foregoing, any claim which arises under any plan identified on Schedule A or B shall not be subject to review under this Plan, and the Administrator's authority under this Section 5.1 shall not extend to any matter as to which an administrator under any such other plan is empowered to make determinations under such plan or policy.

5.2. Examination of records. The Administrator will make available to each Participant such of its records under the Plan as pertain to the Participant, for examination at reasonable times during normal business hours; provided, however, the Administrator shall have no obligation to disclose any records or information which the Administrator, in its sole discretion, determines to be of a privileged or confidential nature.

5.3. Reliance on tables, etc. In administering the Plan, the Administrator will be entitled to the extent permitted by law to rely conclusively on all tables, valuations, certificates, opinions and reports which are furnished by, or in accordance with the instructions of, the administrators of the plans identified on Schedules A and B, or by accountants, counsel or other experts employed or engaged by the Administrator.

5.4. Nondiscriminatory exercise of authority. Whenever, in the administration of the Plan, any discretionary action by the Administrator is required, the Administrator shall exercise its authority in a nondiscriminatory manner so that all persons similarly situated will receive substantially the same treatment.

5.5. Indemnification of Administrator. The University agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who formerly served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorneys' fees and amounts paid in settlement of any claims approved by the University) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

Article 6 ***Amendment and Termination of Plan.***

6.1. Amendment of Plan. The power to amend the Plan, in whole or in part, shall be vested in the University, which shall have the sole discretion to make all amendments to the Plan or any of its provisions, to the extent that it may deem advisable. Such amendment shall be effected by a written instrument signed by an officer of the University, or his or her authorized delegate, and delivered to the Administrator. Unless otherwise provided, any such amendment will be effective for all Participants, whether or not employed by the University or any other Participating Employer.

6.2. Termination of Plan. The University has established the Plan with the bona fide intention and expectation that it will be continued indefinitely, but has no obligation whatsoever to maintain the Plan for any given length of time. The University may discontinue or terminate the Plan at any time without liability, by a written instrument signed by an officer of the University, or his or her authorized delegate, and delivered to the Administrator.

Article 7 *Miscellaneous Provisions.*

7.1. Information to be furnished. Participants shall provide their Participating Employer, the University and the Administrator with such information and evidence, and shall sign such documents, as may reasonably be requested from time to time for the purpose of administration of the Plan.

7.2. Limitation of rights. Neither the establishment of the Plan nor any amendment thereof, nor the payment of any benefits, will be construed as giving to any Participant or other person any legal or equitable right against the University, the Participating Employer or the Administrator, except as provided herein.

7.3. Benefits solely from general assets. Except as may otherwise be required by law, (a) the contributions and benefits to be paid hereunder by the Participating Employers will be paid

solely from their general assets, (b) nothing herein will be construed to require the Participating Employers or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and (c) no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of a Participating Employer from which any payment under the Plan may be made.

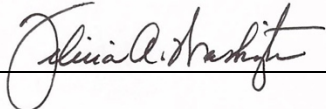
7.4. Employment not guaranteed. Nothing contained in the Plan nor any action taken hereunder shall be construed as a contract of employment or as giving any Employee any right to be retained in the employ of the Participating Employers.

7.5. Action on behalf of Participating Employers. The University shall act for and on behalf of any and all Participating Employers in all matters pertaining to the Plan, and every act done by, agreement made with, or notice given to the University shall be binding on all Participating Employers.

7.6. Governing law. Except to the extent federal law applies, this Plan shall be construed, administered and enforced according to the laws of the State of California.

IN WITNESS WHEREOF, the University has caused this Plan to be executed in its name and behalf by an officer or a duly authorized delegate effective January 1, 2023.

UNIVERSITY OF SOUTHERN CALIFORNIA

By: 

Title: Senior Vice President, Human Resources _____

Date: 05/26/23 _____

SCHEDULE A

Optional Benefit Coverages shall consist of the following coverages available to a Participant under the following plan maintained by the University of Southern California:

1. Benefits listed on Schedule A of Plan 520.
2. Benefits listed on Schedule A of Plan 521.
3. The disability benefits provided in the University of Southern California Short Term Disability Plan (Plan #526) and University of Southern California Long Term Disability Plan (Plan #527).
4. The benefits listed on Schedule A of the Keck Medicine of USC Community Employee Health and Welfare Benefit Plan.

SCHEDULE B

Flexible Spending Account Plan(s)

1. The University of Southern California Health Care Reimbursement Plan, as amended from time to time.
2. The University of Southern California Dependent Care Expense Reimbursement Plan, as amended from time to time.

SCHEDULE C

Participating Affiliates

None