

**AMENDMENT NO. TWO  
TO THE  
UNIVERSITY OF COLORADO HEALTH AND WELFARE PLAN**

WHEREAS, The Regents of the University of Colorado, a body corporate and a state institution of higher education of the State of Colorado (the "University" or "University of Colorado") maintain the University of Colorado Health and Welfare Plan (the "Plan") for the benefit of eligible employees; and

WHEREAS, Section 6.1 of the Plan reserves to the University the right to amend the Plan;

NOW THEREFORE, the Plan is amended effective July 1, 2014, unless otherwise noted herein, to read as follows:

1. A new Section 1.5 definition of "Dependent" is added, and the definitions are re-numbered and the corresponding cross-references are revised accordingly, effective July 1, 2014, to read as follows:

**"1.5 Dependent**

'Dependent' means an Employee's dependent, as defined under the terms of the applicable Component Document, who satisfies the requirements for eligibility under and participation in the Plan, which may include the Employee's spouse, same gender domestic partner, and partner in a civil union (pursuant to the Colorado Civil Union Act, C.R.S. § 14-15-101 et seq., as may be amended from time to time)."

2. Section 2.1 of the Plan is amended by adding a new paragraph to the end thereof, effective July 1, 2014, to read as follows:

"A Member who elects coverage for himself cannot also be enrolled as a Dependent of another Member. An Employee who is enrolled as a Dependent of another Member shall not be enrolled by his Employer as a Member."

3. The first sentence of Section 2.6(a) of the Plan is amended in its entirety effective September 23, 2013, to read as follows:

"To the extent applicable, the Plan shall comply with the special enrollment, portability, privacy, security and other provisions of HIPAA."

4. The first paragraph of Section 2.6(c) of the Plan is amended in its entirety effective September 23, 2013, to read as follows:

"Except as prohibited by 45 CFR Section 164.502(a)(5)(i), the Plan (or a health insurance issuer, HMO or business associate with respect to the Plan) may disclose summary health information to the Plan Sponsor, provided that the Plan Sponsor, requests the summary

health information for the purpose of (i) obtaining premium bids from health plans for providing health insurance coverage under the Plan; or (ii) modifying, amending, or terminating the Plan.”

5. The first paragraph of Section 2.6(e) of the Plan is amended in its entirety effective September 23, 2013, to read as follows:

“The Plan Sponsor agrees that with respect to any PHI (other than enrollment/disenrollment information, summary health information in accordance with (c) above and information disclosed pursuant to a signed authorization that complies with the requirements of 45 CFR Section 164.508, which are not subject to these restrictions) disclosed to it by the Plan (or a health insurance issuer, HMO or business associate acting on behalf of the Plan), Plan Sponsor, shall:”

6. The paragraph following Section 2.6(e)(x) is amended in its entirety effective September 23, 2013, to read as follows:

“The Plan Sponsor (and, if applicable, a business associate), further agrees that if it creates, receives, maintains, or transmits any Electronic PHI (other than enrollment/disenrollment information, summary health information in accordance with (c) above, and information disclosed pursuant to a signed authorization that complies with the requirements of 45 CFR Section 164.508, which are not subject to these restrictions) on behalf of the Plan, it will:”

7. Section 2.6(e)(xiv) is amended in its entirety effective September 23, 2013, to read as follows:

“(xiv) report to the Plan, any security incident of which it becomes aware.”

8. Item (iii) in the first sentence of Section 2.6(f) is amended to read as follows:

“(iii) any other employee who needs access to PHI in order to perform Plan administration functions that the Plan Sponsor performs for the Plan (such as quality assurance, claims processing, auditing, monitoring, information security, and payroll (if applicable)).”

9. Section 3.1(b) of the Plan is amended in its entirety, effective July 1, 2014, to read as follows:

“(b) Component Benefit Plans

The component benefit plans include:

- (i) medical and prescription drug benefits provided through health maintenance, preferred provider organization or point-of-service contracts and riders thereto; and
- (ii) in certain cases, vision benefits and/or wellness and prevention program benefits.

Wellness and prevention program benefits in addition to those described in (ii) above may also be made available as determined by the Plan Administrator to eligible participants and eligible dependents.”

10. Appendix II.A., University Eligibility, of the Plan is amended in its entirety, effective July 1, 2014, to read as follows:

**“A. UNIVERSITY ELIGIBILITY**

The eligibility matrix for the University is hereby incorporated by reference and any change in eligibility in the matrix is deemed to be an amendment made by the Plan Sponsor. The matrix can be found at <https://www.cu.edu/employee-services/policies/benefit-eligibility-matrix>.

*Otherwise eligible Employees and their dependents, former Employees of the University and their dependents, and Regent Board members who reside in the network ZIP codes found at [https://www.cu.edu/sites/default/files/policies/docs/Kaiser-Zip\\_Univ.docx.pdf](https://www.cu.edu/sites/default/files/policies/docs/Kaiser-Zip_Univ.docx.pdf) are eligible for the CU Health Plan –Kaiser.*

*Employees of the University and their dependents and former Employees of the University and their dependents and Regent Board members are not eligible for the CU Health Plan – Extended.”*

11. Appendix II.B., UCH Eligibility, of the Plan is amended in its entirety, effective July 1, 2014, to read as follows:

**“B. UCH ELIGIBILITY**

**Eligible Employees:** All regular employees who have a FTE status of .5 or more, who are working at least 20 hours a week.

**Effective Date of Coverage:** The first day of the month coincident with or immediately after completing the eligibility requirements.

**Special Category:** PERA Guarantee Retiree – a person who: (1) was an employee of the University of Colorado Hospital (“University Hospital”) on or prior to the date the assets and liabilities of University Hospital were transferred to and assumed by UCH; (2) elected on or after such transfer date to become an employee of UCH; (3) retired from UCH with at least 10 years of service with University Hospital and/or UCH; and (4) is at least 55 but under 65 years of age.

*Otherwise eligible Employees of UCH and their dependents and former Employees of UCH and their dependents who reside in the network ZIP codes found at [https://www.cu.edu/sites/default/files/policies/docs/Kaiser-Zip\\_Univ.docx.pdf](https://www.cu.edu/sites/default/files/policies/docs/Kaiser-Zip_Univ.docx.pdf) are eligible for the CU Health Plan –Kaiser.*

*Employees of UCH and their dependents and former Employees of UCH and their dependents are not eligible for the CU Health Plan - Vision.*

*Certain otherwise eligible Employees of UCH and their dependents and former Employees of UCH and their dependents are eligible for the CU Health Plan – Extended, as determined by UCH.”*

12. Appendix III.C., UPI Eligibility, of the Plan is amended in its entirety, effective July 1, 2014, to read as follows:

**“C. UPI ELIGIBILITY**

**Eligible Employees:** All regular employees who have a FTE status of .5 or more, and are on UPI's monthly pay cycle. Temporary employees are not eligible.

**Effective Date of Coverage:** The first day of the month coincident with or immediately following the regular employee's start date.

**Special Category:** A retiree under 65 who has retired from UPI as an Administration Director who has met the qualifications described in the UPI Administration Executive Retirement Policy, Medical & Dental Insurance Benefit, Policy Statement.

*Otherwise eligible Employees of UPI and their dependents and former Employees of UPI and their dependents who reside in the network ZIP codes found at [https://www.cu.edu/sites/default/files/policies/docs/Kaiser-Zip Univ.docx.pdf](https://www.cu.edu/sites/default/files/policies/docs/Kaiser-Zip%20Univ.docx.pdf) are eligible for the CU Health Plan –Kaiser.*

*Employees of UPI and their dependents and former Employees of UPI and their dependents are not eligible for the CU Health Plan – Extended.”*

13. Appendix III, Component Documents, of the Plan is amended in its entirety, effective July 1, 2014, to read as follows:

**“APPENDIX III**

**COMPONENT DOCUMENTS**

Effective July 1, 2014, or unless otherwise noted herein, the terms, conditions and limitations of the benefits described in Article III of the Plan are contained in the Component Documents listed from time to time in this Appendix III which are incorporated herein by reference. All Component Documents are healthcare components subject to HIPAA. The Component Documents listed below can be found at <http://www.anthem.com/cuhealthplan> and <http://www.kp.org/cuhealthplan>.

**A. Medical and Prescription Benefits (HIPAA)**

1. Benefits Booklet for CU Health Plan – Access Network<sup>1</sup>
  - a. Includes Vision Benefits Booklet (Eye Exam only)
2. Benefits Booklet for CU Health Plan - High Deductible

3. Benefits Booklet for CU Health Plan - Exclusive
  - a. Includes Vision Benefits Booklet (Eye Exam only)
4. Health Risk Assessment Program (HIPAA)<sup>2</sup>
5. Benefits Booklet for CU Health Plan – Kaiser<sup>2</sup>
6. Benefits Booklet for CU Health Plan – Medicare
7. Benefits Booklet for CU Health Plan – Vision
8. Benefits Booklet for CU Health Plan – Extended

<sup>1</sup> *Membership frozen. Only available to subscribers who were subscribers as of June 30, 2010 who have continuously subscribed.*

<sup>2</sup> *The Health Risk Assessment Program includes a digital health coaching program which is available to participants who enroll in the CU Health Plan, including, effective July 1, 2012, participants in the CU Health Plan – Administered by Kaiser Permanente Insurance Company.”*

14. The “Plan Administrator” subsection of Appendix IV, “Administrative Facts” of the Plan is amended in its entirety, effective July 1, 2014, to read as follows:

“Plan Administrator:	<p>The CU Health Plan Administration is the plan administrator. The plan administrator has the following business address and telephone number:</p> <p>Mr. Tony DeCrosta          Chief Plan Administrator          CU Health Plan Administration          1800 Grant Street, Suite 225          Denver, CO 80203          (303) 860-4199          (303) 860-4299 fax”</p>
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15. The “Administrator” subsection of Appendix IV, “Administrative Facts” of the Plan is amended, effective September 1, 2013, by adding the following to the end thereof:

“Administrator	<p>National Jewish Health, a Colorado non-profit corporation <i>(for Tobacco QuitLogix Services)</i>          400 Jackson Street, S104          Denver, CO 80206          303-728-6506”</p>
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16. The Rocky Mountain Hospital and Medical Services, Inc. d.b.a. Anthem Blue Cross and Blue Shield (*for CU Health Plan – Access Network, CU Health Plan – High Deductible, CU Health Plan – Exclusive, CU Health Plan – Medicare and CU Health Plan – Vision*) subsection of the “Administrator” subsection of Appendix IV, “Administrative Facts” of the Plan is amended in its entirety, effective July 1, 2014, to read as follows:

“Administrator	Rocky Mountain Hospital and Medical Services, Inc. d.b.a. Anthem Blue Cross and Blue Shield ( <i>for CU Health Plan – Access Network, CU Health Plan – High Deductible, CU Health Plan – Exclusive, CU Health Plan – Medicare, CU Health Plan – Vision, and CU Health Plan – Extended</i> ) 700 Broadway Denver, CO 80273-0001 800-735-6072”
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17. The “Administrator/Named Claims Fiduciary with respect to CU Health Plan – Access Network, CU Health Plan – High Deductible, CU Health Plan – Exclusive, CU Health Plan – Medicare, CU Health Plan – Vision” subsection of Appendix IV, “Administrative Facts” of the Plan, is amended in its entirety, effective July 1, 2014, to read as follows:

Administrator/Named Claims Fiduciary with respect to CU Health Plan – Access Network, CU Health Plan – High Deductible, CU Health Plan – Exclusive, CU Health Plan – Medicare, CU Health Plan – Vision, CU Health Plan – Extended	CIGNA Health and Life Insurance Company ( <i>terminated after the end of the claims run out period</i> ) 8505 East Orchard Road Greenwood Village, CO 80111  Rocky Mountain Hospital and Medical Services, Inc. d.b.a. Anthem Blue Cross and Blue Shield 700 Broadway Denver, CO 80273-0001 800-735-6072
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18. The “Named Fiduciary/Trustee Names and Addresses” subsection of Appendix IV, “Administration Facts” of the Plan, is amended in its entirety, September 3, 2013, to read as follows:

<p><b>“Named Fiduciary/Trustee Names and Addresses</b></p>	<p><b>Trustees:</b>  E. Jill Pollock  Anthony C. DeFurio  Elizabeth Kissick  John D. McDowell  Todd Saliman  Bonnie P. Shelor</p> <p><b>Address:</b>  University of Colorado Health and Welfare Trust  1800 Grant Street, Suite 800  Denver, CO 80203”</p>
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19. The “Named Fiduciary/Trustee Names and Addresses” subsection of Appendix IV, “Administration Facts” of the Plan, is amended in its entirety, effective November 13, 2013, to read as follows:

<p><b>“Named Fiduciary/Trustee Names and Addresses</b></p>	<p><b>Trustees:</b>  E. Jill Pollock  Anthony C. DeFurio  Elizabeth Kissick  John D. McDowell  Kathleen M. McCreary  Todd Saliman  Bonnie P. Shelor</p> <p><b>Address:</b>  University of Colorado Health and Welfare Trust  1800 Grant Street, Suite 800  Denver, CO 80203”</p>
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20. The “Named Fiduciary/Trustee Names and Addresses” subsection of Appendix IV, “Administration Facts” of the Plan, is amended in its entirety, effective November 22, 2013, to read as follows:

<p><b>“Named Fiduciary/Trustee Names and Addresses</b></p>	<p><b>Trustees:</b>  E. Jill Pollock  Anthony C. DeFurio  Jeffrey A. Johnson  Elizabeth Kissick  John D. McDowell  Kathleen M. McCreary  Todd Saliman</p> <p><b>Address:</b>  University of Colorado Health and Welfare Trust  1800 Grant Street, Suite 800  Denver, CO 80203”</p>
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This Amendment No. Two may be executed by original signature or electronic signature in multiple counterparts and may be delivered by fax or other electronic means, each of which shall be deemed to be an original, and all of which, when taken together shall constitute one (1) document.

The University of Colorado has caused this Amendment No. Two to be effective as provided herein, and executed as provided below.

**PLAN SPONSOR**

THE REGENTS OF THE UNIVERSITY OF COLORADO, a body corporate and state institution of higher education of the State of Colorado

By:   
Bruce D. Benson  
President

Date: 4/7/15

OK  
AJ

The Participating Employers agree to Amendment No. Two to the University of Colorado Health and Welfare Plan effective as provided herein.

**PARTICIPATING EMPLOYERS (IN ADDITION TO PLAN SPONSOR)**

UNIVERSITY OF COLORADO HOSPITAL AUTHORITY, a body corporate and political subdivision of the State of Colorado

By:   
John P. Harney  
President and Chief Executive Officer

Date: 4/29/15

**UNIVERSITY PHYSICIANS, INCORPORATED**

By:   
Jane Schumaker  
Executive Director

Date: 5/1/15

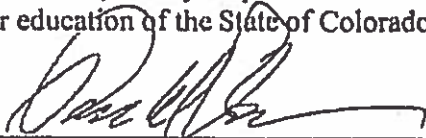


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**PLAN SPONSOR**

THE REGENTS OF THE UNIVERSITY OF COLORADO, a body corporate and state institution of higher education of the State of Colorado

By:   
Bruce D. Benson  
President

Date: 4/7/15

OK  
All

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**PARTICIPATING EMPLOYERS (IN ADDITION TO PLAN SPONSOR)**

UNIVERSITY OF COLORADO HOSPITAL AUTHORITY, a body corporate and political subdivision of the State of Colorado

By:   
John P. Harney  
President and Chief Executive Officer

Date: 4/29/15

UNIVERSITY PHYSICIANS, INCORPORATED

By: \_\_\_\_\_  
Jane Schumaker  
Executive Director

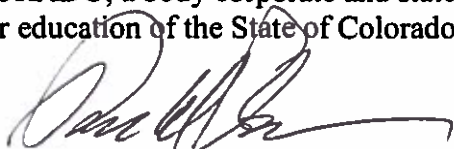
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**PLAN SPONSOR**

THE REGENTS OF THE UNIVERSITY OF COLORADO, a body corporate and state institution of higher education of the State of Colorado

By:   
Bruce D. Benson  
President

Date: 7/7/15

zk  
AK

The Participating Employers agree to Amendment No. Two to the University of Colorado Health and Welfare Plan effective as provided herein.

**PARTICIPATING EMPLOYERS (IN ADDITION TO PLAN SPONSOR)**

UNIVERSITY OF COLORADO HOSPITAL AUTHORITY, a body corporate and political subdivision of the State of Colorado

By: \_\_\_\_\_  
John P. Harney  
President and Chief Executive Officer

Date: \_\_\_\_\_

UNIVERSITY PHYSICIANS, INCORPORATED


By: \_\_\_\_\_  
Jane Schumaker  
Executive Director

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT**

I, E. Jill Pollock, Chairperson and Secretary of the Trust Committee of the University of Colorado Health and Welfare Trust ("Trust"), hereby acknowledge notification and receipt on behalf of the Trust, of Amendment No. Two to the University of Colorado Health and Welfare Plan ("Plan").

**UNIVERSITY OF COLORADO HEALTH  
AND WELFARE TRUST**

By:   
E. Jill Pollock  
Chairperson of the Trust Committee and  
Secretary

Dated: , 2015