

**AMENDMENT NO. FOUR
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, 2016, unless otherwise noted herein, to read as follows:

1. Section 2.5(a) is amended in its entirety, effective June 29, 2015, to read as follows:

"Notwithstanding any other Plan provision regarding termination of coverage, in the event participation in a health benefit terminates, a qualified beneficiary may have the right to continue health plan coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended including, to the extent applicable, the parallel continuation provisions under the Public Health Service Act ('COBRA'), the American Recovery and Reinvestment Act of 2009 ('ARRA'), as amended by the Department of Defense Appropriations Act, 2010 (the 'Appropriations Act'), the Temporary Extension Act of 2010 (the 'Temporary Extension Act'), the Continuing Extension Act of 2010 (the 'Continuing Extension Act'), the Omnibus Trade Act of 2010, the Trade Adjustment Assistance Act of 2011, the Trade Adjustment Assistance Act of 2015, and any subsequent legislation, or similar state law.

The Plan Administrator shall provide information about COBRA and any other health continuation requirements with the health plan information at such times and in the manner required by COBRA and any subsequent legislation, or similar state law. A qualified beneficiary who elects COBRA may continue to participate in this Plan."

2. Appendix II.A., University Eligibility, of the Plan is amended in its entirety, effective July 1, 2016, 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>.

Employees of the University and their dependents, former Employees of the University and their dependents, and Regent Board Members are not eligible for CU Health Plan – Exclusive2.”

3. Appendix II.B., UCH Eligibility, of the Plan is amended in its entirety, effective July 1, 2016, 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.

Certain otherwise eligible Employees of UCH and their dependents and former Employees of UCH and their dependents are eligible for CU Health Plan-Kaiser, as determined by UCH.

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

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

Employees of UCH and their dependents and former Employees of UCH and their dependents are not eligible for CU Health Plan-Dental EPO, CU Health Plan-Dental PPO and CU Health Plan-Dental Premier.”

4. Appendix II.C., UPI Eligibility, of the Plan is amended in its entirety, effective July 1, 2016, 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.

Employees of UPI and their dependents and former Employees of UPI and their dependents are not eligible for CU Health Plan – Extended or CU Health Plan – Exclusive2.”

5. Appendix III, Component Documents, of the Plan is amended in its entirety, effective July 1, 2016, to read as follows:

“COMPONENT DOCUMENTS

Effective July 1, 2016, 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>; <http://www.kp.org/cuhealthplan>; and <https://www.cu.edu/employee-services/dental-plans>.

A. Medical and Prescription Benefits

1. **Benefits Booklet for CU Health Plan - High Deductible/HSA Compatible**
2. **Benefits Booklet for CU Health Plan - Exclusive**
 - a. **Includes Vision Benefits Booklet (Eye Exam only)**
3. **Benefits Booklet for CU Health Plan – Exclusive2**
 - a. **Includes Vision Benefits Booklet (Eye Exam only)**
4. **Benefits Booklet for CU Health Plan – Kaiser**
5. **Benefits Booklet for CU Health Plan – Medicare**
6. **Benefits Booklet for CU Health Plan – Vision**
7. **Benefits Booklet for CU Health Plan – Extended**
8. **Benefits Booklet for CU Health Plan - Dental EPO**
9. **Benefits Booklet for CU Health Plan - Dental PPO**
10. **Benefits Booklet for CU Health Plan - Dental Premier.”**

6. The Rocky Mountain Hospital and Medical Services, Inc. d.b.a. Anthem Blue Cross and Blue Shield (*for, CU Health Plan – High Deductible/HSA Compatible, CU Health Plan – Exclusive, CU Health Plan – Medicare, CU Health Plan – Vision, and CU Health Plan – Extended*) subsection of the “Administrator” subsection of Appendix IV, “Administrative Facts” of the Plan is amended in its entirety, effective July 1, 2016, 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 – High Deductible/HSA Compatible, CU Health Plan – Exclusive, CU Health Plan – Exclusive2, CU Health Plan – Medicare, CU Health Plan – Vision, and CU Health Plan – Extended</i>) 700 Broadway Denver, CO 80273-0001 800-735-6072” |
|----------------|---|

7. The Wellness and Prevention, Inc. subsection of the “Administrator” subsection of Appendix IV, “Administrative Facts” of the Plan is deleted in its entirety, effective July 1, 2016.

8. The Digifit, Inc. subsection of the “Administrator” subsection of Appendix IV, “Administrative Facts” of the Plan is amended in its entirety, effective April 14, 2016, to read as follows:

| | |
|----------------|---|
| “Administrator | Fitdigits, Inc. (effective April 14, 2016) (<i>for Be Colorado's movement program</i>) 151 Nob Hill Ventura, CA 93003” |
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9. The “Administrator/Named Claims Fiduciary with respect to CU Health Plan – High Deductible/HSA Compatible, CU Health Plan – Exclusive, CU Health Plan – Medicare, CU Health Plan – Vision, CU Health Plan – Extended” subsection of Appendix IV, “Administrative Facts” of the Plan, is amended in its entirety, effective July 1, 2016, to read as follows:

| | |
|---|---|
| “Administrator/Named Claims Fiduciary with respect to , CU Health Plan – High Deductible/HSA Compatible, CU Health Plan – Exclusive, CU Health Plan – Exclusive2, CU Health Plan – Medicare, CU Health Plan – Vision, CU Health Plan – Extended | 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” |
|---|---|

10. Appendix VI, HIPAA Notice of Privacy Practices, of the Plan is amended in its entirety, effective July 1, 2016, to read as follows:

“APPENDIX VI

HIPAA NOTICE OF PRIVACY PRACTICES



NOTICE OF PRIVACY PRACTICES

Effective Date: April 1, 2015

Original Effective Date: July 1, 2010

Your Information. Your Rights. Our Responsibilities.

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

The participating employers in the University of Colorado Health and Welfare Plan are The Regents of the University of Colorado, a body corporate and a state institution of higher education of the State of Colorado (‘University’), University of Colorado Hospital Authority (‘UCH’) and University Physicians, Incorporated (‘UPI’) (collectively the ‘Employers’). This

Notice of Privacy Practices (the 'Notice') describes:

1. the legal obligations of the University of Colorado Health and Welfare Plan and the health care flexible spending account component of The University of Colorado Flexible Benefits Plan ('Plan');
2. your legal rights regarding your protected health information held by the Plan under the Health Insurance Portability and Accountability Act of 1996 ('HIPAA'); and
3. how your protected health information may be used or disclosed to carry out treatment, payment, or health care operations, or for any other purposes that are permitted or required by law.

We are required to provide this Notice of Privacy Practices to you pursuant to HIPAA. This Notice does not address requirements under other federal laws or under state laws. However, if other federal laws and/or state laws are stricter than the HIPAA privacy laws, the other federal and/or state laws must be followed. To the extent this Notice is in conflict with the HIPAA privacy rules, the HIPAA privacy rules shall govern.

Your Rights

You have the right to:

- Get a copy of your health and claims records
- Correct your health and claims records
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

Your Choices

You have some choices in the way that we use and share information as we:

- Answer coverage questions from your family and friends
- Provide disaster relief
- Market our services

Our Uses and Disclosures

We may use and share your information as we:

- Help manage the health care treatment you receive
- Run our organization
- Pay for your health services
- Administer your health plan

- Help with public health and safety issues
- Do research
- Comply with the law
- Respond to organ and tissue donation requests and work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

Your Rights

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get a copy of health and claims records

- You can ask to see or get a copy of your health and claims records and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health and claims records, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Ask us to correct health and claims records

- You can ask us to correct your health and claims records if you think they are incorrect or incomplete. Ask us how to do this.
- We may say 'no' to your request, but we'll tell you why in writing within 60 days.

Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will consider all reasonable requests and must say 'yes' if you tell us you would be in danger if we do not.

Ask us to limit what we use or share

- You can ask us not to use or share certain health information for treatment, payment, or our operations.
- We are not required to agree to your request, and we may say 'no' if it would affect your care.

Get a list of those with whom we've shared information

- You can ask for a list (accounting) of the times we've shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We'll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a copy of this privacy notice

You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting the CU Health Plan Privacy Officer. The Privacy Officer can also be contacted to answer any questions you may have regarding this notice. Contact the Privacy Officer, via email cuhealthplan@cu.edu or phone 303-860-4199.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.
- We will not retaliate against you for filing a complaint.

Your Choices

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in payment for your care
- Share information in a disaster relief situation

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases we *never* share your information unless you give us written permission:

- Marketing purposes
- Sale of your information

Our Uses and Disclosures

How do we typically use or share your health information?

We typically use or share your health information in the following ways:

Help manage the health care treatment you receive

We can use your health information and share it with professionals who are treating you.

Example: A doctor sends us information about your diagnosis and treatment plan so we can arrange additional services.

Run our organization

- We can use and disclose your information to run our organization and contact you when necessary.
- We are not allowed to use genetic information to decide whether we will give you coverage and the price of that coverage. This does not apply to long term care plans.

Example: We use health information about you to develop better services for you.

Pay for your health services

We can use and disclose your health information as we pay for your health services.

Administer your plan

We may disclose your health information to your health plan sponsor for plan administration.

Example: We provide your employer with certain statistics to explain the premiums we charge.

How else can we use or share your health information?

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see:

www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

Help with public health and safety issues

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

Do research

We can use or share your information for health research when:

- a. The individual identifiers have been removed; or
- b. When an institutional review board or privacy board has reviewed the research proposal, established protocols to ensure the privacy of the requested information, and approved the research.

Comply with the law

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

Respond to organ and tissue donation requests and work with a medical examiner or funeral director

- We can share health information about you with organ procurement organizations.
- We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers' compensation, law enforcement, and other government requests

We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

Respond to lawsuits and legal actions

We can share health information about you in response to a court or administrative order or in response to a subpoena.

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see:

www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.

Changes to the Terms of this Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, on our web site, and we will mail a copy to you.”

This Amendment No. Four 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. Four 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*
Bruce D. Benson
President

Date: 6/30/16

PLA

The Participating Employers agree to Amendment No. Four 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: *Will Cook*
~~Will Cook~~ *Will Cook*
~~President and Chief Executive Officer~~
Chief Human Resources Officer

Date: 7/28/17

UNIVERSITY PHYSICIANS, INCORPORATED

By: *Jane Schumaker*
Jane Schumaker
Executive Director

Date: 8-9-17

ACKNOWLEDGEMENT

I, Kathy Nesbitt, Chairperson 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. Four to the University of Colorado Health and Welfare Plan ("Plan").

**UNIVERSITY OF COLORADO HEALTH
AND WELFARE TRUST**

By: 
Kathy Nesbitt
Trust Committee Chairperson

Dated: 6/30/16, 2016



University of Colorado Hospital
Office of the President and CEO

12401 E. 17th Avenue
Mail Stop F417
Aurora, CO 80045

☎ 720.848.7818

uhealth.org

July 12, 2017

The Trust Committee
University of Colorado Health and Welfare Trust
1800 Grant Street, Suite 800
Denver, Colorado 80203
Attn: Kathy Nesbitt, Chair

Re: Delegation of Signature Authority

Dear Members of the Trust Committee:

By this letter, I am delegating to Dallis Howard-Crow, the Chief Human Resources Officer of University of Colorado Health, the authority to sign amendments to the University of Colorado Health and Welfare Trust on behalf of University of Colorado Hospital Authority and amendments to the University of Colorado Health and Welfare Plan on behalf of University of Colorado Hospital Authority. This delegation of signature authority will remain in effect until you receive a written revocation.

Very truly yours,

A handwritten signature in blue ink that reads "Will Cook".

William Cook
President and Chief Executive Officer

c: Dallis Howard-Crow