UNIVERSITY OF COLORADO

HEALTH AND WELFARE PLAN

(AS AMENDED AND RESTATED EFFECTIVE JULY 1, 2013)

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PREAMBLE

THIS HEALTH AND WELFARE BENEFIT PLAN known as the University of Colorado Health and Welfare Plan was established effective July 1, 2010, and is amended and restated effective July 1, 2013 ("Plan"), except as otherwise provided herein. The Plan is funded through the University of Colorado Health and Welfare Trust (hereinafter "Trust"). This document is a description of the Plan and also constitutes the Summary Plan Description. This Plan is intended to be a governmental plan within the meaning of ERISA Section 3(32) and not subject to ERISA.

WHEREAS, the purpose of the Plan is to provide certain welfare benefits for employees of the following participating employers: 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 the "University of Colorado"), the University of Colorado Hospital Authority, a body corporate and political subdivision of the State of Colorado ("UCH"), and University Physicians, Incorporated, a Colorado nonprofit corporation ("UPI"), who become covered under the Plan;

WHEREAS, the Plan includes the following component benefits: (a) medical and prescription drug benefits, and (b) in certain cases, vision benefits, which may be summarized in a collection of documents, benefits booklets, summary of benefits and related documents issued by a third party administrator (collectively referred to as the Summary Plan Description, "SPD");

WHEREAS, this document is intended to be both a plan document and SPD; and

WHEREAS, the Plan shall be maintained for the exclusive purpose of providing benefits to covered Employees, Regent Board members and former Employees and is intended to comply with the provisions of the: (a) Employee Retirement Income Security Act of 1974, as provided in Sections 13.8 and 13.10 of the Trust, (b) Internal Revenue Code of 1986, (c) Consolidated Omnibus Budget Reconciliation Act of 1985 including, to the extent applicable, the parallel continuation provisions under the Public Health Service Act, (d) Americans with Disabilities Act of 1990, (e) Family and Medical Leave Act of 1993, as amended by the National Defense Authorization Act for Fiscal Year 2008, (f) Uniformed Services Employment and Re-employment Rights Act of 1994, (g) Newborns' and Mothers' Health Protection Act of 1996, (h) Mental Health Parity Act, (i) Health Insurance Portability and Accountability Act of 1996, (j) Women's Health and Cancer Rights Act of 1998, (k) Working Families Tax Relief Act of 2004, (l) Mental Health Parity and Addiction Equity Act of 2008, (m) Genetic Information Nondiscrimination Act, (n) Michelle's Law, (o) American Recovery and Reinvestment Act of 2009, (p) Department of Defense Appropriations Act, 2010, (q)Temporary Extension Act of 2010, (r) Continuing Extension Act of 2010, certain provisions of the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010, and any other federal or state laws applicable to this Plan, as these laws may be amended from time to time.

NOW THEREFORE, the Plan is amended and restated by the University as the Plan Sponsor and by UCH and UPI as participating employers as set forth in the following pages, attached Appendices, and collection of documents incorporated herein by reference, which collectively comprise the Plan and the SPD, effective July 1, 2013, except as otherwise provided herein.

ARTICLE I

DEFINITIONS

The following terms, when used herein, shall have the following meaning, unless a different meaning is clearly required by the context. Capitalized terms are used throughout the Plan and SPD for terms defined by this and other sections.

1.1 Administrator

"Administrator" means the entity or entities selected by the Trust Committee in conjunction with the Plan Sponsor, to provide administrative services.

1.2 Appendix or Appendices

"Appendix" or "Appendices" means each of the appendices to the Plan. Each Appendix shall be considered a part of the Plan and may be amended at any time for any reason without consent of any person except as otherwise provided by law.

1.3 Code

"Code" means the Internal Revenue Code of 1986, as amended and interpreted by all regulations promulgated pursuant thereto.

1.4 Component Document

"Component Document" means a written document identified in the Appendices and specifically incorporated herein by reference. The following are the types of documents which may be incorporated, including, without limitation, any insurance, administrative services only, claims service only, third party administration, point-of-service ("POS"), preferred provider organization ("PPO"), health maintenance organization ("HMO") contracts, consumer directed health plans, and/or wellness program.

1.5 Effective Date

"Effective Date" means July 1, 2013, or with respect to any Employer specified in the Appendices to this Plan, the date such Employer adopted the Plan. The Plan was originally effective July 1, 2010.

1.6 Employee

"Employee" means any person whose relationship to an Employer is that of a common law employee, including leased employees as defined by Code Section 414(n)(2).

1.7 Employer

"Employer" means each of the University, UCH and UPI and any other Employer that becomes a participating Employer under the Trust, as set forth in Appendix I.

1.8 ERISA

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended and interpreted by all regulations promulgated pursuant thereto.

1.9 FMLA

"FMLA" means the Family and Medical Leave Act of 1993, as amended by the National Defense Authorization Act for Fiscal Year 2008, National Defense Authorization Act for Fiscal Year 2010, and as further amended and interpreted by all regulations promulgated pursuant thereto.

1.10 HIPAA

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended by the American Recovery and Reinvestment Act of 2009 and as amended and interpreted by all regulations promulgated pursuant thereto.

1.11 Member

"Member" means an eligible Employee, Regent Board member or former Employee of an Employer who is covered under the Plan pursuant to Article II.

1.12 Plan

"Plan" means the University of Colorado Health and Welfare Plan, as amended from time to time.

1.13 Plan Administrator

"Plan Administrator" means the person or entity designated by the Trust Committee to administer the Plan pursuant to Article V.

1.14 Plan Sponsor

"Plan Sponsor" means the University.

1.15 Plan Year

"Plan Year" means the year which commences July 1 and ends on the immediately following June 30.

1.16 Trust

"Trust" means the University of Colorado Health and Welfare Trust established and maintained pursuant to the terms of the Trust Agreement.

1.17 Trust Agreement

"Trust Agreement" means the Declaration of Trust entered into and made effective the last execution date of the Trust Agreement but no later than July 1, 2010, by and among the University, UCH and UPI, and the Trust Committee, as may be amended from time to time.

1.18 Trust Committee

"Trust Committee" means the Trust Committee as defined in the Trust Agreement.

1.19 USERRA

"USERRA" means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended and interpreted by all regulations promulgated pursuant thereto.

ARTICLE II

PARTICIPATION

2.1 Eligibility and Enrollment

The terms and conditions for eligibility to participate and procedures for enrollment for each benefit provided under the Plan, as well as the period during which participation with respect to such benefit continues, shall be as provided in the applicable Component Document(s) and in Appendix II. Participation in the Plan commences when an individual first becomes covered for a benefit under any Component Document.

2.2 Employees in a Bargaining Unit

An Employee covered by a collective bargaining agreement which does not provide for participation by such Employees in any benefit provided under this Plan shall not be eligible to participate in this Plan.

2.3 Leased Employees

Notwithstanding any Plan provision to the contrary, the term "Employee" shall have the meaning set forth in the document titled Eligibility for Participation by Employees of Each Participating Employer listed in Appendix I. However, a leased employee, as defined in Code Section 414(n)(2), shall not be eligible to participate in this Plan.

2.4 Termination of Participation

Participation in this Plan shall terminate when a Member fails to make required contributions to the Plan, or is no longer eligible for any benefit provided under the Plan as provided in the applicable Component Document(s) and in Appendix II.

2.5 Continuation Coverage Rights

(a) Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA")

Notwithstanding any other Plan provision regarding termination of coverage, in the event participation in a health benefit terminates, a former Member 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, 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, ARRA, the Appropriations Act, the Temporary Extension Act and the Continuing Extension Act. A Member who elects COBRA may continue to participate in this Plan.

(b) FMLA

Notwithstanding any other Plan provision regarding termination of coverage, in the event participation in medical coverage offered through this Plan would terminate due to the non-military family member taking an FMLA leave of absence, such benefits shall be continued for the lesser of: the period of the leave or twelve (12) weeks.

In addition, an eligible military family member may take an FMLA leave of absence:

(i) Up to 12 weeks a qualifying exigency leave, and

(ii) Up to 26 weeks in a single 12-month period for military care-giver leave. Eligible employees are entitled to a combined total of up to 26 weeks of all types of FMLA leave during the single 12-month period.

Effective July 1, 2010, notwithstanding any other provision herein, continuation coverage shall be provided for military-related FMLA leaves of absences in accordance with FMLA.

Provided, however, coverage for a non-military family member or a military family member will continue only as long as any required Employee contributions are timely made. Employees on leave must make the same contribution as is required for active Employees.

(c) USERRA

Notwithstanding any other Plan provision regarding termination of coverage, in the event participation in medical coverage offered through this Plan would terminate due to the Member taking a USERRA leave of absence, such benefits shall be continued for the lesser of: the period of leave or twenty-four (24) months. Provided, however, coverage will continue only as long as any required Employee contributions are timely made. Employees on a USERRA leave of less than thirty-one (31) days must make the same contribution as is required for active Employees; Employees on a USERRA leave of thirty-one (31) days or longer must pay up to 102% of the full cost (Employee and Employer contributions) of coverage, as determined by the Plan Administrator.

2.6 Compliance with HIPAA

(a) General

The Plan shall comply with the special enrollment, portability, privacy, security and other provisions of HIPAA. HIPAA and its implementing regulations restrict the ability of the Component Documents which are health care components to use and disclose protected health information ("PHI") and electronic protected health information ("Electronic PHI").

PHI means information that is created or received by the Plan and relates to (i) the past, present, or future physical or mental health or condition of a covered individual; (ii) the provision of health care to a covered individual; or (iii) the past, present, or future payment for the provision of health care to a covered individual; and that identifies the covered individual or for which there is a reasonable basis to believe that the information can be used to identify the covered individual. PHI includes information of persons living or deceased. Electronic PHI means PHI that is transmitted by or maintained in electronic media.

All terms defined in the HIPAA rules shall have the same meaning set forth therein.

The Plan Sponsor shall have access to PHI and Electronic PHI from the Plan only as permitted under this Plan or as otherwise required or permitted by HIPAA.

(b) Permitted Disclosure of Enrollment/Disenrollment Information

The Plan (or a health insurance issuer, HMO or business associate with respect to the Plan) may disclose to the Plan Sponsor, information on whether the individual is participating in the Plan, or is enrolled in or has disenrolled from a health insurance issuer or HMO offered by the Plan.

(c) Permitted Uses and Disclosure of Summary Health Information

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.

For purposes of this Section 2.6, "summary health information" means information (i) that summarizes the claims history, claims expenses or type of claims experienced by individuals for whom a plan sponsor had provided health benefits under the Plan; and (ii) from which the information described at 45 CFR Section 164.514(b)(2)(i) has been deleted, except that the geographic information described in 45 CFR Section 164.514(b)(2)(i)(B) need only be aggregated to the level of a five-digit ZIP code.

(d) Permitted and Required Uses and Disclosure of Protected Health Information for Plan Administration Purposes

Unless otherwise permitted by law, and subject to the conditions set forth in subsection 2.6(e) below and obtaining written certification pursuant to subsection 2.6(g) below, the Plan (or any health insurance issuer or HMO on behalf of the Plan) may disclose PHI and Electronic PHI to the Plan Sponsor, provided that the Plan Sponsor uses or discloses such PHI and Electronic PHI only for Plan administration purposes. "Plan administration purposes" means administration functions performed by the Plan Sponsor, on behalf of the Plan, such as quality assurance, claims processing, auditing, and monitoring. Plan administration functions do not include functions performed by the Plan Sponsor, in connection with any other benefit or benefit plan of the Employer, and they do not include any employment-related actions or decisions.

Enrollment and disenrollment functions performed by the Plan Sponsor or the Employer are performed on behalf of Plan participants and beneficiaries, and are not Plan administration functions. Enrollment and disenrollment information held by the Plan Sponsor or the Employer, is held in its capacity as an employer and is not PHI. Notwithstanding any provisions of this Plan to the contrary, in no event shall the Plan Sponsor or the Employer, be permitted to use or disclose PHI or Electronic PHI in a manner that is inconsistent with 45 CFR Section 164.504(f).

(e) Conditions of Disclosure for Plan Administration Purposes

The Plan Sponsor agrees that with respect to any PHI (other than enrollment/disenrollment information, summary health information 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 (a health insurance issuer, HMO or business associate acting on behalf of the Plan), Plan Sponsor, shall:

(i) not use or further disclose PHI other than as permitted or required by the Plan or as required by law;

(ii) ensure that any agents or subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to PHI;

(iii) not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor or the Employer;

(iv) report to the Plan any use or disclosure of PHI of which it becomes aware that is inconsistent with the permitted uses or disclosures provided for;

(v) make PHI available to comply with HIPAA's right to access in accordance with 45 CFR Section 164.524;

(vi) make available PHI for amendment, and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;

(vii) make available the information required to provide an accounting of disclosures, in accordance with 45 CFR Section 164.528;

(viii) make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with HIPAA's privacy requirements;

(ix) if feasible, return or destroy all PHI received from the Plan that the Plan Sponsor, still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible;

(x) ensure that adequate separation between the Plan and the Plan Sponsor, required by 45 CFR Section 164.504(f)(2)(iii) is established;

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, 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:

(xi) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;

(xii) ensure that the adequate separation between the Plan and the Plan Sponsor, required by 45 CFR Section 164.504(f)(2)(iii) is supported by reasonable and appropriate security measures;

(xiii) ensure that any agent, including a subcontractor, to whom it provides Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information; and

(xiv) report to the Security Official, any security incident of which it becomes aware, as follows: the Plan Sponsor will report to the Security Official, with such frequency and at such times as agreed, the aggregate number of unsuccessful, unauthorized attempts to access, use, disclose, modify, or destroy Electronic PHI or to interfere with systems operations in an information system containing Electronic PHI; in addition, the Plan Sponsor will report to the Security Official as soon as feasible any successful unauthorized access, use, disclosure,

modification, or destruction of Electronic PHI or interference with systems operations in an information system containing Electronic PHI.

(f) Adequate Separation Between Plan and the Plan Sponsor

The Plan Sponsor shall allow: (i) any officer or employee of the Plan Administrator, including but not limited to personnel in the CU Health Plan Administration, who performs functions on behalf or related to the administration of the Plan, such as benefit design and administration, audit, legal, accounting, and system support, (ii) the Vice President of Budget and Finance for the University of Colorado, or his or her successor; and (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, and payroll (if applicable)). These specified employees (or classes of employees) shall only have access to and use PHI to the extent necessary to perform the plan administration and claims administration functions. In the event that any of these specified employees does not comply with these provisions, that employee shall be subject to disciplinary action by the Employer, for non-compliance pursuant to the Employer's employee discipline and termination procedures.

The Plan Sponsor will ensure that the provisions of this Section 2.6 are supported by reasonable and appropriate security measures to the extent that the persons designated above create, receive, maintain or transmit Electronic PHI on behalf of the Plan.

(g) Certification on Behalf of the Plan Sponsor

The Plan (or a health insurance issuer, HMO or business associate acting on behalf of the Plan) shall disclose PHI to the Plan Sponsor, only upon the receipt of a certification by the Plan Sponsor to the Privacy Official, that the Plan has been amended to incorporate the provisions of 45 CFR Section 164.504(f)(2)(ii), and, that the Plan Sponsor agrees to the conditions of disclosure set forth above and provides adequate firewalls in compliance with the HIPAA rules.

ARTICLE III

BENEFITS

3.1 Benefits Incorporated by Reference

(a) General

The terms, conditions and limitations of certain of the component benefits offered under this Plan are contained in the applicable Component Documents referenced in Appendix III and which are incorporated herein in full, as amended from time to time. The insurer, contract number, or funding method of providing benefits may change from time to time and shall be reflected in the applicable Component Documents.

(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;

(ii) in certain cases, vision benefits and/or wellness and prevention program benefits; and

(iii) behavioral health evaluations, clinical health coaching regarding cardiovascular disease, and MRI/lumbrosacral spinal injection evaluations.

An on-site Biometric Screening Program are available to eligible participants (active employees and retirees only) and are only available at such times and locations as designated by the Plan Administrator.

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.

ARTICLE IV

FUNDING

4.1 Employer Contributions

The benefits described in Article III shall be funded in whole or in part by Employer contributions. Contributions shall be paid to the Trust.

4.2 Employee Contributions

The benefits described in Article III shall be funded in whole or in part by Member contributions to the extent not funded by the applicable Employer. Member contributions may be deducted from a Member's wages on a pre-tax basis in accordance with The University of Colorado Flexible Benefits Plan and the University of Colorado Hospital Authority Cafeteria Plan, cafeteria plans maintained by the University and UCH pursuant to Code Section 125. Member contributions may also be made on a post-tax contribution basis. Member contributions shall be forwarded by each Employer to the Trust.

4.3 Trust

The Plan shall utilize the trust provisions contained in the Trust Agreement which shall be incorporated herein by reference.

ARTICLE V

ADMINISTRATION

5.1 Plan Administrator and Administrator

(a) Plan Administrator

The Plan Administrator provides general administration of this Plan.

(b) Administrator

The Administrator of the Plan has the authority to determine initial benefit claims and all reviews of such claims.

5.2 Duties and Authority of Plan Administrator

(a) Administrative Duties

The Plan Administrator shall administer the Plan in a nondiscriminatory manner for the exclusive purpose of providing benefits to Members and their beneficiaries. The Plan Administrator shall perform all such duties as are necessary to supervise the general administration of the Plan and to control its operation in accordance with the terms thereof, including, but not limited to, the following:

(i) make and enforce such rules and regulations as it shall deem necessary or proper for the efficient administration of the Plan;

(ii) interpret the provisions of the Plan and determine any question arising under the Plan, or in connection with the administration or operation thereof;

(iii) determine all considerations affecting the eligibility of any individual to be or become a Member; and

(iv) delegate and allocate specific responsibilities, obligations and duties imposed by the Plan, to one or more employees, officers or such other persons as the Plan Administrator deems appropriate.

(b) General Authority

The Plan Administrator shall have all the powers necessary or appropriate to carry out its duties, including the discretionary authority to interpret the provisions of the Plan. Any interpretation or construction of or action by the Plan Administrator with respect to the Plan and its administration shall be conclusive and binding upon any all parties and persons affected hereby, subject to the appeal procedure set forth in Section 5.7.

5.3 Forms

All forms and other communications from any Member or other person to the Plan Administrator required or permitted under the Plan shall be in the form prescribed from time to time by the Plan Administrator, shall be mailed by first-class mail or delivered to the location specified by the Plan Administrator, shall be deemed to have been given and delivered to the location specified by the Plan Administrator, and shall be deemed to have been given and delivered only upon actual receipt thereof. Each Member shall file on a form such pertinent information as the Plan Administrator may specify.

5.4 Examination of Documents

The Plan Administrator shall make available to each Member or beneficiary this Plan document and SPD, including the Appendices and Component Documents, for examination at reasonable times during normal business hours. In the event a Member or beneficiary requests copies of documents, the Plan Administrator may charge a reasonable amount to cover the cost of furnishing such documents.

5.5 Funding

Benefits under this Plan shall be paid from the Trust.

5.6 Reports

The Plan Administrator shall file or cause to be filed all annual reports, returns, and financial and other statements required by a federal or state statute, agency or authority within the time prescribed by law or regulation for filing said documents; and to furnish such reports, statements or other documents to such Members and beneficiaries as required by federal or state statute or regulation, within the time prescribed for furnishing such documents.

5.7 Group Health Claims Procedures

To make group health claims for benefits under the Plan, the Member must follow the claims procedures provided in the applicable Component Document(s). The Member's claim for benefits shall be subject to the provisions of the claims procedures of the Component Document(s) and shall be approved or denied in accordance with the terms of the claims procedures of the applicable Component Document(s).

If a claim is denied, the Member may file an appeal for a review of the denied claim in accordance with the claims procedures outlined in the applicable Component Document(s).

5.8 Expenses

Unless specified otherwise in a Component Document, all reasonable expenses which are necessary to operate and administer the Plan shall be paid by the Trust, unless paid by an Employer.

5.9 Bonding and Insurance

To the extent required by law, with respect to benefits subject to ERISA, every fiduciary of the Plan and every person handling Plan funds shall be bonded. The Plan Administrator shall take such steps as are necessary to assure compliance with applicable bonding requirements. The Plan and Trust may apply for and obtain fiduciary liability insurance insuring the Plan against damages by reason of breach of fiduciary responsibility and insuring each fiduciary against liability to the extent permissible by law at the Trust's expense.

ARTICLE VI

AMENDMENT AND TERMINATION

6.1 Amendment or Termination

The Plan Sponsor reserves the right at any time and from time to time to amend any or all of the provisions of the Plan, or terminate the Plan, in whole or in part, for any reason and without consent of any person and without liability to any person for such amendment or termination, provided the Employers must unanimously agree on any changes and/or the Plan termination unless the change only impacts a specific Employer's Employees and former Employees and covered dependents in which case only such Employer must agree to the change. Furthermore, the payment of claims which are incurred at the time of any such amendment or termination shall not be adversely affected and further provided that the Trust shall be notified of such changes and actions. The participating Employers authorize the Plan Sponsor to amend or terminate the Plan on their behalf as specified in the first sentence. Nothing in this Plan shall be construed to require continuation of this Plan with respect to existing or future Members, dependents or beneficiaries.

6.2 Exclusive Purpose of Providing Benefits to Members

This Plan is established for the exclusive benefit of Members and covered dependents. No Plan amendment or termination shall be made which would cause or permit benefits to be provided other than for the exclusive benefit of such individuals, unless such amendment is made to comply with federal or local law.

6.3 Surplus Assets After Plan Termination

Upon dissolution of the Trust after termination, any assets remaining in the Trust fund after satisfaction of all liabilities to Members of the Plan and expenses must be applied, either directly or through the purchase of insurance, for the provision of permissible health and welfare benefits within the meaning of Reg. Section 1.501(c)(9)-3 pursuant to criteria that do not provide for disproportionate benefits to officers, shareholders, or highly compensated employees of the Employers.

ARTICLE VII

GENERAL PROVISIONS

7.1 Plan Interpretation

This Plan document and SPD, including the attached Appendices and Component Documents incorporated herein by reference, sets forth the provisions of this Plan. This Plan shall be read in its entirety and not severed except as provided in Section 7.8.

7.2 Participation by Additional Employers

The Plan Sponsor may permit additional employers to participate in one or more benefits under the Plan. Any such participating employer, and the period of time during which it participates in specified benefits, shall be listed in Appendices to the Plan.

7.3 Non-Alienation of Benefits

No benefit, right or interest of any person hereunder shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, seizure, attachment or legal, equitable or other process or be liable for, or subject to, the debts, liabilities or other obligations of such person, except as otherwise required by law. However, the Plan shall recognize and comply with any "qualified medical child support order" as defined in ERISA Section 609(a). A copy of the qualified medical child support order procedures may be obtained, without charge, from the Plan Administrator.

7.4 No Additional Rights

No person shall have any rights under the Plan, except as, and only to the extent, expressly provided for in the Plan. Neither the establishment or amendment of the Plan or the creation of any fund or account, or the payment of benefits, nor any action of an Employer, the Administrator or the Plan Administrator shall be held or construed to confer upon any person any right to be considered or continued as an Employee, or, upon dismissal, any right or interest in any account or fund other than as herein provided. Each Employer expressly reserves the right to discharge any of its Employees at any time.

7.5 Representations

There is no representation or guarantee that any particular federal or state income, payroll, personal property, Social Security or other tax consequences will result from participation in this Plan. A Member should consult with professional tax advisors to determine the tax consequences of participation.

7.6 Notice

All notices, statements, reports and other communications from an Employer to any of its Employees or other person required or permitted under the Plan shall be deemed to have been duly given when delivered (including electronic mail or other transmission as

permitted by ERISA) to such person, or when mailed by first-class mail, postage prepaid and addressed to, such Employee, or other person at the address last appearing on the Employer's records.

7.7 Masculine and Feminine, Singular and Plural

Whenever used herein, a pronoun shall include the opposite gender and the singular shall include the plural, and the plural shall include the singular, whenever the context shall plainly so require.

7.8 Severability

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

7.9 Governing Law

This Plan shall be construed in accordance with applicable federal law and to the extent otherwise applicable, the laws of the State of Colorado.

7.10 Disclosure to Members

Each Member shall be advised of the general provisions of the Plan and, upon written request addressed to the Plan Administrator, shall be furnished any information requested regarding the Member's status, rights and privileges under the Plan as may be required by law.

7.11 Accounting Period

The accounting period for the Plan shall be the Plan Year.

7.12 Facility of Payment

In the event any benefit under this Plan shall be payable to a person who is under legal disability or is in any way incapacitated so as to be unable to manage his or her financial affairs, the Administrator may direct payment of such benefit to a duly appointed guardian, committee or other legal representative of such person, or in the absence of a guardian or legal representative, to a custodian for such person under a Uniform Gifts to Minors Act, Uniform Transfers to Minors Act, or to any relative of such person by blood or marriage, for such person's benefit. Any payment made in good faith pursuant to this provision shall fully discharge the Employers and the Plan of any liability to the extent of such payment.

7.13 Correction of Errors

In the event an incorrect amount is paid to or on behalf of a Member or Beneficiary, any remaining payments may be adjusted to correct the error. The Administrator may take such other action it deems necessary and equitable to correct any such error.

7.14 Nondiscrimination Rules

The Plan shall comply with all applicable nondiscrimination rules under the Code. Should the Plan be subject to nondiscrimination testing under the Code or any other applicable law, the Plan Administrator may make any decisions or elections, whether voluntary or required by law, necessary to facilitate such testing. The benefits under this Plan may be provided under Code Section 104, or Code Sections 105 and 106, as determined by the Plan Sponsor. If at any time during the Plan Year it appears that the Plan may not satisfy the applicable nondiscrimination requirements, the Plan Administrator, in its sole discretion, may adjust, in a nondiscriminatory manner, the benefits payable to the highly paid participants or provide benefits under Code Section 104. Such adjustments may be made to a level necessary to allow the Plan to satisfy the nondiscrimination requirements. In the event the benefits are provided under Code Section 104, the contributions paid by the Employer for health benefits under the Plan shall be included in such Member's gross income. Notwithstanding any Plan provision to the contrary, any benefits provided under Code Section 104 may be held in the general assets of the Employer or in a separate trust or trusts (other than the Trust). Furthermore, the Plan may consist of one or more plans as determined by the Plan Sponsor, to the extent permitted by the Code or any other applicable law.

7.15 Counterpart and Delivery

The Plan and any amendments thereto may be executed by electronic signature and in multiple counterparts and may be delivered by fax and other electronic means, all of which shall be deemed to be originals and all of which shall constitute one document.

This Plan is executed effective as of July 1, 2013, as follows:

PLAN SPONSOR

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

By: _____ Date: _____
Bruce D. Benson
President

PARTICIPATING EMPLOYERS (IN ADDITION TO PLAN SPONSOR)

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

By: _____ Date: _____
John P. Harney
President and Chief Executive Officer

UNIVERSITY PHYSICIANS, INCORPORATED

By: _____ Date: _____
Jane Schumaker
Executive Director

TRUST

UNIVERSITY OF COLORADO HEALTH AND WELFARE TRUST

By: _____ Date: 6/25/13
E. Jill Pollock
Chairperson, Trust Committee

Approved as to Legal Sufficiency
Office of University Counsel

By _____
Jeremy Hueth
Special Assistant Attorney General

Date: 6/28/13

This Plan is executed effective as of July 1, 2013, as follows:

PLAN SPONSOR

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

By: _____ Date: _____
Bruce D. Benson
President

PARTICIPATING EMPLOYERS (IN ADDITION TO PLAN SPONSOR)

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

By: _____ Date: 6/22/13
John P. Harney
President and Chief Executive Officer

UNIVERSITY PHYSICIANS, INCORPORATED

By: _____ Date: _____
Jane Schumaker
Executive Director

TRUST

UNIVERSITY OF COLORADO HEALTH AND WELFARE TRUST

By: _____ Date: _____
E. Jill Pollock
Chairperson, Trust Committee

This Plan is executed effective as of July 1, 2013, as follows:

PLAN SPONSOR

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

By: _____ Date: _____
Bruce D. Benson
President

PARTICIPATING EMPLOYERS (IN ADDITION TO PLAN SPONSOR)

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

By: _____ Date: _____
John P. Harney
President and Chief Executive Officer

UNIVERSITY PHYSICIANS, INCORPORATED

By: _____ Date: 6/25/13
Jane Schumaker
Executive Director

TRUST

UNIVERSITY OF COLORADO HEALTH AND WELFARE TRUST

By: _____ Date: _____
E. Jill Pollock
Chairperson, Trust Committee

APPENDICES

APPENDIX I

EMPLOYERS

Employer	**Beginning**	**Ending**
University of Colorado	07/01/10	Ongoing
University of Colorado Hospital Authority	07/01/10	Ongoing
University Physicians, Incorporated	07/01/10	Ongoing

APPENDIX II

ELIGIBILITY FOR PARTICIPATION

A. University

B. UCH

C. UPI

A. UNIVERSITY ELIGIBILITY

The eligibility matrices for the University is hereby incorporated by reference and any change in eligibility in the matrices is deemed to be an amendment made by the Plan Sponsor. The matrices can be found at https://www.cusys.edu/pbs/benefits/eligibility/matrix.html and https://www.cusys.edu/pbs/benefits/enrollment/dates.html.

Otherwise eligible Employees and their dependents, former Employees of the University and their dependents, and Regent Board members who are covered under one of the Component Documents listed in Appendix III.A.1 through 3 and 6, are eligible for the behavioral health evaluations, clinical health coaching regarding cardiovascular disease, and MRI/lumbrosacral spinal injection evaluations.

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.cusys.edu/openenrollment/documents/compare/Kaiser-Zip_Univ.docx.pdf are eligible for the CU Health Plan – Administration by Kaiser Permanente Insurance Company.

The following dependents of otherwise eligible Employees and former Employees will be eligible for the CU Health Plan – Vision: legal spouse, partner in a civil union, common-law spouse, same gender domestic partner, newborn child, adopted child, dependent child, disabled dependent child and grandchild. A detailed description of the specific eligibility requirements for dependents is found in one of the Component Documents listed in Appendix III.A.1 through 3 and 5.

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.

Employees of UCH and their dependents and former Employees of UCH and their dependents who are covered under one of the Component Documents listed in Appendix III.A.1 through 3 and 6, are eligible to participate in the behavioral health evaluations, clinical health coaching regarding cardiovascular disease, and MRI/lumbrosacral spinal injection evaluations.

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.cusys.edu/openenrollment/documents/compare/Kaiser-Zip_Univ.docx.pdf are eligible for the CU Health Plan – Administered by Kaiser Permanente Insurance Company.

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

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 who are covered under one of the Component Documents listed in Appendix III.A.1 through 3 and 6, are eligible to participate in the behavioral health evaluations, clinical health coaching regarding cardiovascular disease, and MRI/lumbrosacral spinal injection evaluations.

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.cusys.edu/openenrollment/documents/compare/Kaiser-Zip_Univ.docx.pdf are eligible for the CU Health Plan – Administered by Kaiser Permanente Insurance Company.

The following dependents of Employees and former Employees will be eligible for the CU Health Plan – Vision: legal spouse, partner in a civil union, common-law spouse, same gender domestic partner, newborn child, adopted child, dependent child, disabled dependent child and grandchild. A detailed description of the specific eligibility requirements for dependents is found in one of the Component Documents listed in Appendix III.A.1 through 3 and 5.

APPENDIX III

COMPONENT DOCUMENTS

Effective July 1, 2013, 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. Component Documents which are healthcare components subject to HIPAA are indicated in parentheses. The Component Documents listed below can be found at https://www.cu.edu/pbs/benefits/spd.html.

A. Medical and Prescription Benefits (HIPAA)

1. Benefits Booklet for CU Health Plan – Access Network (HIPAA)[1,2]
2. Benefits Booklet for CU Health Plan - High Deductible (HIPAA)[2]
3. Benefits Booklet for CU Health Plan - Exclusive (HIPAA)[2]
4. Health Risk Assessment Program (HIPAA)[3]
5. Benefits Booklet for CU Health Plan – Administered by Kaiser Permanente Insurance Company (HIPAA)[3]
6. Benefits Booklet for CU Health Plan – Medicare[2]
7. Summary of Benefits for CU Health Plan – Vision

[1] *Membership frozen. Only available to subscribers who were subscribers as of June 30, 2010 who have continuously subscribed.*

[2] *The provisions for a Member's partner in a civil union and the partner's child(ren) are effective May 1, 2013.*

[3] *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.*

APPENDIX IV

ADMINISTRATIVE FACTS

Plan Name:	University of Colorado Health and Welfare Plan
Plan Number:	501
Type of Plan:	Welfare plan providing medical and prescription benefits, and vision benefits.
Plan Year:	July 1 to June 30
Effective Date:	The effective date of the amended and restated Plan is July 1, 2013.
Plan Sponsor:	University of Colorado c/o CU Health Plan Administration 1800 Grant Street, Suite 225 Denver, CO 80203
Employer Identification Number:	84-6000555
Plan Administrator:	The CU Health Plan Administration is the plan administrator. The plan administrator has the following business address and telephone number: Ms. Gena Trujillo CU Health Plan Administration 1800 Grant Street, Suite 225 Denver, CO 80203 (303) 860-4270 (303-860-4299 fax
Participating Employers	University of Colorado 1800 Grant Street, Suite 800 Denver, CO 80203 University of Colorado Hospital Authority P.O. Box 6510 Mail Stop F415 Aurora, CO 80045-0510 University Physicians, Incorporated 13611 East Colfax Avenue Aurora, CO 80045-5701
Sources of Contributions:	Employee (pre-tax and post-tax) contributions and employer contributions as may be determined by the Employer.
Funding Medium:	Benefits under this Plan shall be paid from the Trust.
Type of Administration:	Administered by Plan Administrator and Administrator according to plan documents and contracts.

Agent for Legal Process:	The person designated as agent for service of legal process is: E. Jill Pollock University of Colorado Health and Welfare Plan 1800 Grant Street, Suite 800 Denver, CO 80203 Service of legal process may also be made upon the Plan Administrator or upon a Trustee.
Administrator	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)* 700 Broadway Denver, CO 80273-0001 800-735-6072 CIGNA Health and Life Insurance Company *(for CU Health Plan - Access Network, CU Health Plan – High Deductible, CU Health Plan - Exclusive and CU Health Plan - Medicare) (terminated after the end of the claims run out period)* 8505 East Orchard Road Greenwood Village, CO 80111 Wellness and Prevention, Inc. *(for Health Risk Assessment Program)* 420 Delaware Drive Fort Washington, PA 19034 ASI COBRA, LLC (effective January 1, 2013) *(for COBRA administration)* P.O. Box 6044 Columbia, MO 65205 Kaiser Permanente Insurance Company *(for CU Health Plan – Administered by Kaiser Permanente Insurance Company)* 300 Lakeside Drive 26th Floor Oakland, California 94612 Health Promotion Management, Inc. *(for biometric screening program)* 730 Burbank Street

	Broomfield, CO 80020 Digifit, Inc. (effective April 1, 2013) (*for Be Colorado's movement program*) 1501 Chapala Street Santa Barbara, CA 93101
Administrator/Named Claims Fiduciary with respect to CU Health Plan – Administered by Kaiser Permanente Insurance Company	Harrington Health Services, Inc. 675 Brooksedge Blvd. Westerville, OH 43081
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	CIGNA Health and Life Insurance Company *(terminated after the end of the claims run out period)* 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
Named Fiduciary/Trustee Names and Addresses	Trustees: E. Jill Pollock Anthony C. DeFurio Elizabeth Kissick Todd Saliman Bonnie P. Shelor Address: University of Colorado Health and Welfare Trust 1800 Grant Street, Suite 800 Denver, CO 80203

APPENDIX V

ERISA RIGHTS

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

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.

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.

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.

Continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this summary plan description and the documents governing the plan on the rules governing your COBRA continuation coverage rights.

Reduction or elimination of exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a preexisting condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage.

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.

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 administrator 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 which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. 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.

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, 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 may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

APPENDIX VI

HIPAA NOTICE OF PRIVACY PRACTICES

UNIVERSITY OF COLORADO
HEALTH AND WELFARE PLAN
NOTICE OF PRIVACY PRACTICES

THIS NOTICE OF PRIVACY PRACTICES 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, the health care flexible spending account component of The University of Colorado Flexible Benefits Plan and the health care spending account component of the University of Colorado Hospital Authority Cafeteria 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.

The HIPAA privacy rules protect only certain medical information known as "protected health information." Generally, protected health information is individually identifiable health information, including demographic information, collected from you or created or received by a health care provider, a health care clearinghouse, a health plan, or your employer on behalf of a group health plan, that relates to:

(1) your past, present or future physical or mental health or condition;
(2) the provision of health care to you; or
(3) the past, present or future payment for the provision of health care to you.

If you have any questions about this Notice or about our privacy practices, please contact the Privacy Official, Aaron Van Artsen, 303-860-4270.

Effective Date

This Notice is effective July 1, 2013. The original effective date was July 1, 2010.

Our Responsibilities

We are required by law to:

- maintain the privacy of your protected health information;
- provide you with certain rights with respect to your protected health information;
- provide you with a copy of this Notice of our legal duties and privacy practices with respect to your protected health information; and
- follow the terms of the Notice that is currently in effect.

We reserve the right to change the terms of this Notice and to make new provisions regarding your protected health information that we maintain, as allowed or required by law. If we make any material change to this Notice, we will provide you with a copy of our revised Notice of Privacy Practices on the Employers' websites or by mail to your last known address.

How We May Use and Disclose Your Protected Health Information Without Your Prior Written Agreement

Under the law, we may use or disclose your protected health information under certain circumstances without your permission. The following categories describe the different ways that we may use and disclose your protected health information. For each category of uses or disclosures we will explain what we mean and present some examples. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the categories.

For Treatment. We may use or disclose your protected health information to facilitate medical treatment or services by providers. We may disclose medical information about you to providers, including doctors, nurses, technicians, medical students, or other hospital personnel who are involved in taking care of you. For example, we might disclose information about your prior prescriptions to a pharmacist to determine if prior prescriptions contraindicate a pending prescription.

For Payment. We may use or disclose your protected health information to determine your eligibility for Plan benefits, to facilitate payment for the treatment and services you receive from health care providers, to determine benefit responsibility under the Plan, or to coordinate Plan coverage. For example, we may tell your health care provider about your medical history to determine whether a particular treatment is experimental, investigational, or medically necessary, or to determine whether the Plan will cover the treatment. We may also share your protected health information with a utilization review or precertification service provider. Likewise, we may share your protected health information with another entity to assist with the adjudication or subrogation of health claims or to another health plan to coordinate benefit payments.

For Health Care Operations. We may use and disclose your protected health information for other Plan operations. These uses and disclosures are necessary to run the Plan. For example, we may use medical information in connection with conducting quality assessment and improvement activities; underwriting, premium rating, and other activities relating to Plan coverage; submitting claims for stop-loss (or excess-loss) coverage; conducting or arranging for medical review, legal services, audit services, and fraud & abuse detection programs; business planning and development such as cost management; and business management and general Plan administrative activities.

To Business Associates. We may contract with individuals or entities known as Business Associates to perform various functions on our behalf or to provide certain types of services. In order to perform these functions or to provide these services, Business Associates will receive, create, maintain, use and/or disclose your protected health information, but only after they agree in writing with us to implement appropriate safeguards regarding your protected health information. For example, we may disclose your protected health information to a Business Associate to administer claims or to provide support services, such as utilization management, pharmacy benefit management or subrogation, but only after the Business Associate enters into a Business Associate contract with us.

As Required by Law. We will disclose your protected health information when required to do so by federal, state or local law. For example, we may disclose your protected health information when required by national security laws or public health disclosure laws.

To Avert a Serious Threat to Health or Safety. We may use and disclose your protected health information when necessary to prevent a serious threat to your health and safety, or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat. For example, we may disclose your protected health information in a proceeding regarding the licensure of a physician.

To Plan Sponsor. For the purpose of administering the plan, we may disclose to certain employees of the Plan Sponsor protected health information. However, those employees will only use or disclose that information as necessary to perform plan administration functions or as otherwise required by HIPAA, unless you have authorized further disclosures. Your protected health information cannot be used for employment purposes without your specific authorization.

Special Situations

In addition to the above, the following categories describe other possible ways that we may use and disclose your protected health information. For each category of uses or disclosures, we will explain what we mean and present some examples. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the categories.

Organ and Tissue Donation. If you are an organ donor, we may release your protected health information to organizations that handle organ procurement or organ, eye, or tissue transplantation or to an organ donation bank, as necessary to facilitate organ or tissue donation and transplantation.

Military and Veterans. If you are a member of the armed forces, we may release your protected health information as required by military command authorities. We may also release protected health information about foreign military personnel to the appropriate foreign military authority.

Workers' Compensation. We may release your protected health information for workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.

Public Health Risks. We may disclose your protected health information for public health actions. These actions generally include the following:

- to prevent or control disease, injury, or disability;
- to report births and deaths;
- to report child abuse or neglect;
- to report reactions to medications or problems with products;
- to notify people of recalls of products they may be using;
- to notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition;
- to notify the appropriate government authority if we believe that a patient has been the victim of abuse, neglect, or domestic violence. We will only make this disclosure if you agree, or when required or authorized by law.

Health Oversight Activities. We may disclose your protected health information to a health oversight agency for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.

Lawsuits and Disputes. If you are involved in a lawsuit or a dispute, we may disclose your protected health information in response to a court or administrative order. We may also disclose your protected health information in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

Law Enforcement. We may disclose your protected health information if asked to do so by a law enforcement official—

- in response to a court order, subpoena, warrant, summons or similar process;
- to identify or locate a suspect, fugitive, material witness, or missing person;
- about the victim of a crime if, under certain limited circumstances, we are unable to obtain the victim's agreement;
- about a death that we believe may be the result of criminal conduct; and
- about criminal conduct.

Coroners, Medical Examiners and Funeral Directors. We may release protected health information to a coroner or medical examiner. This may be necessary, for example, to identify a

deceased person or determine the cause of death. We may also release medical information about patients to funeral directors, as necessary to carry out their duties.

National Security and Intelligence Activities. We may release your protected health information to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

Inmates. If you are an inmate of a correctional institution or are in the custody of a law enforcement official, we may disclose your protected health information to the correctional institution or law enforcement official if necessary:

(1) for the institution to provide you with health care;
(2) to protect your health and safety or the health and safety of others; or
(3) for the safety and security of the correctional institution.

Research. We may disclose your protected health information to researchers when:

(1) the individual identifiers have been removed; or
(2) when an institutional review board or privacy board has reviewed the research proposal and established protocols to ensure the privacy of the requested information, and approves the research.

Required Disclosures

The following is a description of disclosures of your protected health information we are required to make.

Government Audits. We are required to disclose your protected health information to the Secretary of the United States Department of Health and Human Services when the Secretary is investigating or determining our compliance with the HIPAA privacy rule.

Disclosures to You. When you request, we are required to disclose to you the portion of your protected health information that contains medical records, billing records, and any other records used to make decisions regarding your health care benefits. We are also required, when requested, to provide you with an accounting of most disclosures of your protected health information if the disclosure was for reasons other than for payment, treatment, or health care operations, and if the protected health information was not disclosed pursuant to your individual authorization.

Other Disclosures

Personal Representatives. We will disclose your protected health information to individuals authorized by you, or to an individual designated as your personal representative, attorney-in-fact, etc., so long as you provide us with a written notice/authorization and any supporting documents (i.e., power of attorney). Note: Under the HIPAA privacy rule, we do not have to disclose information to a personal representative if we have a reasonable belief that:

(1) you have been, or may be, subjected to domestic violence, abuse or neglect by such person; or
(2) treating such person as your personal representative could endanger you; and
(3) in the exercise of professional judgment, it is not in your best interest to treat the person as your personal representative.

Spouses and Other Family Members. With only limited exceptions, we will send all mail to the employee. This includes mail relating to the employee's spouse and other family members who are covered under the Plan, and includes mail with information on the use of Plan benefits by the employee's spouse and other family members and information on the denial of any Plan benefits to the employee's spouse and other family members. If a person covered under the Plan has requested Restrictions or Confidential Communications (see below under "Your Rights"), and if we have agreed to the request, we will send mail as provided by the request for Restrictions or Confidential Communications.

Authorizations. Other uses or disclosures of your protected health information not described above will only be made with your written authorization. You may revoke written authorization at any time, so long as the revocation is in writing. Once we receive your written revocation, it will only be effective for future uses and disclosures. It will not be effective for any information that may have been used or disclosed in reliance upon the written authorization and prior to receiving your written revocation.

Your Rights

You have the following rights with respect to your protected health information:

Right to Inspect and Copy. You have the right to inspect and copy certain protected health information that may be used to make decisions about your health care benefits. To inspect and copy your protected health information, you must submit your request in writing to the Privacy Official. If you request a copy of the information, we may charge a reasonable fee for the costs of copying, mailing, or other supplies associated with your request.

We may deny your request to inspect and copy in certain very limited circumstances. If you are denied access to your medical information, you may request that the denial be reviewed by submitting a written request to the Privacy Official.

Right to Amend. If you feel that the protected health information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for the Plan.

To request an amendment, your request must be made in writing and submitted to the Privacy Official. In addition, you must provide a reason that supports your request.

We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:

- is not part of the medical information kept by or for the Plan;

- was not created by us, unless the person or entity that created the information is no longer available to make the amendment;
- is not part of the information that you would be permitted to inspect and copy; or
- is already accurate and complete.

If we deny your request, you have the right to file a statement of disagreement with us and any future disclosures of the disputed information will include your statement.

Right to an Accounting of Disclosures. You have the right to request an "accounting" of certain disclosures of your protected health information. The accounting will not include:

(1) disclosures for purposes of treatment, payment, or health care operations;
(2) disclosures made to you;
(3) disclosures made pursuant to your authorization;
(4) disclosures made to friends or family in your presence or because of an emergency;
(5) disclosures for national security purposes; and
(6) disclosures incidental to otherwise permissible disclosures.

To request this list or accounting of disclosures, you must submit your request in writing to the Privacy Official. Your request must state a time period of not longer than six years and may not include dates before July 1, 2010. Your request should indicate in what form you want the list (for example, paper or electronic). The first list you request within a 12-month period will be provided free of charge. For additional lists, we may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

Right to Request Restrictions. You have the right to request a restriction or limitation on your protected health information that we use or disclose for treatment, payment, or health care operations. You also have the right to request a limit on your protected health information that we disclose to someone who is involved in your care or the payment for your care, such as a family member or friend. For example, you could ask that we not use or disclose information about a surgery that you had.

Except as provided in the next paragraph, we are not required to agree to your request. However, if we do agree to the request, we will honor the restriction until you revoke it or we notify you.

We will comply with any restriction request if:

(1) except as otherwise required by law, the disclosure is to the health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment); and
(2) the protected health information pertains solely to a health care item or service for which the health care provider involved has been paid out-of-pocket in full.

To request restrictions, you must make your request in writing to the Privacy Official. In your request, you must tell us:

(1) what information you want to limit;

(2) whether you want to limit our use, disclosure, or both; and
(3) to whom you want the limits to apply—for example, disclosures to your spouse.

Right to Request Confidential Communications. You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail.

To request confidential communications, you must make your request in writing to the Privacy Official. We will not ask you the reason for your request. Your request must specify how or where you wish to be contacted. We will accommodate all reasonable requests if you clearly provide information that the disclosure of all or part of your protected information could endanger you.

Right to be Notified of a Breach. You have the right to be notified in the event that we (or a Business Associate) discover a breach of unsecured protected health information.

Right to a Paper Copy of This Notice. You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice.

You may obtain a copy of this notice at the following website, www.cusys.edu/trust/.

To obtain a paper copy of this notice, please contact the Privacy Official.

Complaints

If you believe that your privacy rights have been violated, you may file a complaint with the Plan or with the Office for Civil Rights of the United States Department of Health and Human Services. To file a complaint with the Plan, contact the Privacy Official at 303-860-4270. All complaints must be submitted in writing.

You will not be penalized, or in any other way retaliated against, for filing a complaint with the Office for Civil Rights or with us.