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UNIVERSITY OF COLORADO

HEALTH AND WELFARE PLAN

(As Amended and Restated Effective July 1, 2021)

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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, 2021 ("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") 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, dental and 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 UPI as a participating employer 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, 2021, except as otherwise provided herein.

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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 Dependent

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

1.6 Effective Date

"Effective Date" means July 1, 2021, 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.

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1.7 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).

1.8 Employer

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

1.9 ERISA

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

1.10 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.

1.11 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.

1.12 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.

1.13 Plan

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

1.14 Plan Administrator

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

1.15 Plan Sponsor

"Plan Sponsor" means the University.

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1.16 Plan Year

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

1.17 Trust

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

1.18 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. UCH has withdrawn from participation in the entire Trust pursuant to Section 6.2 of the Trust Agreement, effective June 30, 2020.

1.19 Trust Committee

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

1.20 USERRA

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

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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.

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

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 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

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"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.

(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.

Effective August 7, 2013, notwithstanding any other provision herein, continuation coverage shall be provided for FMLA leaves in accordance with the Family Care Act C.R.S. § 8-13.3-201 et seq. to the extent applicable.

(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

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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

To the extent applicable, 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

Except as prohibited by 45 CFR Section 164.502(a)(5)(i), the Plan (or a health insurance issuer, HMO or business associate with respect to the Plan) may disclose summary health information to the Plan Sponsor, provided that the Plan Sponsor, requests the summary health information for the purpose of (i) obtaining premium bids from health plans for providing health insurance coverage under the Plan; or (ii) modifying, amending, or terminating the Plan.

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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 in accordance with (c) above and information disclosed pursuant to a signed authorization that complies with the requirements of 45 CFR Section 164.508, which are not subject to these restrictions) disclosed to it by the Plan (or a health insurance issuer, HMO or business associate acting on behalf of the Plan), Plan Sponsor, shall:

(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;

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(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 in accordance with (c) above, and information disclosed pursuant to a signed authorization that complies with the requirements of 45 CFR Section 164.508, which are not subject to these restrictions) on behalf of the Plan, it will:

(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;

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(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 Plan, any security incident of which it becomes aware.

(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, information security, 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.

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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; and

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

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

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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, a cafeteria plan maintained by the University 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.

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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.

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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, emailed, 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.

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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.

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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

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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

The Plan shall be construed in accordance with applicable federal law including the Code, the Treasury regulations issued thereunder, and other guidance issued by the Department of the Treasury (as such may be issued or amended from time to time) including but not limited to applicable guidance due to the Novel Coronavirus outbreak 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.

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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.

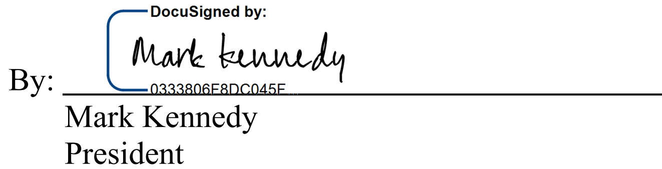
7.15 Counterpart and Delivery

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, 2021, as follows:

PLAN SPONSOR

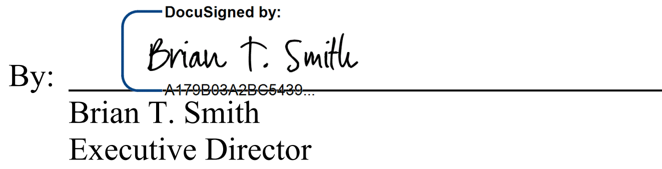
THE REGENTS OF THE UNIVERSITY OF COLORADO, a body corporate, and state institution of higher education of the State of Colorado



By: ______________________________ Date: 6/30/2021
Mark Kennedy
President

PARTICIPATING EMPLOYERS (IN ADDITION TO PLAN SPONSOR)

UNIVERSITY PHYSICIANS, INCORPORATED



By: ______________________________ Date: 6/25/2021
Brian T. Smith
Executive Director

TRUST

UNIVERSITY OF COLORADO HEALTH AND WELFARE TRUST

By: ______________________________ Date: 6/24/2021
Todd Saliman
Chairperson, Trust Committee

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APPENDICES

APPENDIX I

EMPLOYERS

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

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APPENDIX II

ELIGIBILITY FOR PARTICIPATION

A. University

B. UPI

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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.

Certain otherwise eligible Employees of the University and their dependents and former Employees of the University and their dependents are only eligible for CU Health Plan – International, as determined by the University.

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B. 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 who has retired from UPI and 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 — International.

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APPENDIX III

COMPONENT DOCUMENTS

Effective July 1, 2021, 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.becolorado.org/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 — Kaiser

4. Benefits Booklet for CU Health Plan — International

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 — Essential Dental

9. Benefits Booklet for CU Health Plan — Choice Dental

10. Benefits Booklet for CU Health Plan — Premier Dental.

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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, dental and vision benefits.
Plan Year:	July 1 to June 30
Effective Date:	The effective date of the amended and restated Plan is July 1, 2021.
Plan Sponsor:	University of Colorado CU Health Plan Administration 1800 Grant Street, Suite 620 Denver, CO 80203
Employer Identification Number:	84-6000555
Plan Administrator:	CU Health Plan Administration is the plan administrator. The plan administrator has the following business address and telephone number: Mr. Tony DeCrosta Chief Plan Administrator 1800 Grant Street, Suite 620 Denver, CO 80203 (303) 860-4199 (303) 860-4177 fax
Participating Employers	University of Colorado 1800 Grant Street, Suite 800 Denver, CO 80203 University Physicians, Incorporated d/b/a CU Medicine 13199 East Montview Blvd. PO Box 111719 Aurora, CO 80042-1719
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.

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Agent for Legal Process:	The person designated as agent for service of legal process is: University Counsel University of Colorado 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-High Deductible/HSA Compatible, CU Health Plan-Exclusive, CU Health Plan-Medicare, CU Health Plan-Vision, and CU Health Plan-Extended) 700 Broadway Denver, CO 80273-0001 800-735-6072 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 —Kaiser) 300 Lakeside Drive 26th Floor Oakland, California 94612 Fitdigits, Inc. (effective April 14, 2016) (for Be Colorado's movement program) 151 Nob Hill Ventura, CA 93003 Colorado Dental Service Inc., d/b/a/ Delta Dental (for CU Health Plan — Essential Dental, CU Health Plan — Choice Dental, CU Health Plan — Premier Dental) 4582 South Ulster Street Denver, CO 80237 Worldwide Insurance Services, LLC, d/b/a GeoBlue and underwritten by 4 Ever Life Insurance Company (for CU Health Plan —International) 933 First Avenue, King of Prussia, PA 19406

Administrator/Named Claims Fiduciary with respect to CU Health Plan –Kaiser	Harrington Health Services, Inc. 675 Brooksedge Blvd. Westerville, OH 43081
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	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
Administrator/Named Claims Fiduciary with respect to CU Health Plan – Essential Dental, CU Health Plan – Choice Dental, CU Health Plan – Premier Dental	Colorado Dental Service Inc., d/b/a Delta Dental 4852 South Ulster Street Denver, CO 80237
Administrator/Named Claims Fiduciary with respect to prescription benefits for CU Health Plan-High Deductible/HSA Compatible, CU Health Plan-Exclusive, CU Health Plan-Medicare, CU Health Plan-Vision, CU Health Plan-Extended	CVS Caremark 2211 Sanders Road, 10th Floor Northbrook, Illinois 60062 Attn: Vice President and Senior Counsel, Healthcare Services
Named Fiduciary/Trustee Names and Addresses	Trustees: Kathy Nesbitt (removed as Trustee effective March 17, 2021) Elizabeth Kissick John D. McDowell Todd Saliman Terri C. Carrothers Carla Ho'a (effective June 1, 2021) Address: University of Colorado Health and Welfare Trust 1800 Grant Street, Suite 800 Denver, CO 80203

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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.

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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.

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APPENDIX VI

HIPAA NOTICE OF PRIVACY PRACTICES

NOTICE OF PRIVACY PRACTICES

Effective Date: July 1, 2021
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") 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

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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.

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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.

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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**.**

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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.