EMPLOYEE WELFARE BENEFIT PLANS

FOR EMPLOYEES OF

THE CATHOLIC UNIVERSITY OF AMERICA

restated Feb. 22, 2010

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SECTION 1 - EFFECTIVE DATE AND PURPOSE

1.1 Description of Plans

The plans that make up the “Employee Welfare Benefit Plans for employees of The Catholic University of America” (the “University”) shall consist of the following Employee Welfare Benefit Plans:

- Health Insurance Plan
- Life and Accident Insurance Class One Plan
- Life Insurance Class Two (retirees) Plan
- Long Term Disability Class One Plan
- Long Term Disability Class Two Plan
- Flexible Spending and Premium Only Plan
- Employee Assistance Program Plan

This document, referred to as “Omnibus Provisions” is intended to assure that all requirements of the Employee Retirement Income Security Act of 1974 (ERISA) and other statutory requirements for Employee Welfare Benefit Plans have been met. Each Employee Welfare Benefit Plan listed above includes the Omnibus Provisions contained herein plus the insurance contracts (or where applicable another plan document) set forth in Appendices A-E.

ERISA requires the University to provide Full Time Regular and Part Time Regular employees with summary descriptions of the Employee Welfare Benefit Plans (“Summary Plan Descriptions”). In some instances the Summary Plan Description will be mailed to the employee by the company that has contracted with the University to provide the services under a particular Employee Welfare Benefit Plan.

The most current Summary Plan Descriptions will also be set forth in the Appendices. Together, the Omnibus Provisions and the Employee Welfare Benefit Plans are referred to herein as the “Plans” and separately may be referred to as a “Plan.” If the terms of the Plan conflict with the terms of these Omnibus Provisions or the Summary Plan Description, the terms of the “Plan” prevail.

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1 An Employee Welfare Benefit Plan generally includes any plan, fund or program established by the employer for the purpose of providing health, accident, disability or death benefits, or other programs with a health component, such as the employee assistance program. The term does not include unfunded scholarship programs under which payments are made solely from the general assets of an employer or employee organization. At CU, these “unfunded” scholarship programs include the Section 127 educational assistance program, the Section 117 tuition assistance program, and the tuition exchange program. Further information on these programs can be found on the Human Resources web page at http://humanresources.cua.edu/benefits.cfm. Employee pension benefit plan documents are covered separately in other writings.
1.2 Effective Date

These Omnibus Provisions were established by The Catholic University of America effective January 1, 2005 (“Effective Date”). The various Plans are effective as of their independent effective dates.

1.3 Purpose

Each Employee Welfare Benefit Plan is intended to constitute an Employee Welfare Benefit Plan as defined in section 3(1) of ERISA as amended, and as such, is intended to provide the University’s eligible participants with the benefits described in each Plan. Each Plan shall be administered for the exclusive benefit of eligible participants solely to provide benefits in accordance with the provisions of the Plan.

SECTION 2 - DEFINITIONS

The following terms shall have the following meanings, provided, however, that if the definitions provided below conflict with definitions in any of the Employee Welfare Benefit Plans or Summary Plan Descriptions set forth in Appendices A-E, the definitions set forth in the Employee Welfare Benefit Plan or Summary Plan Description shall prevail.

2.1 Full-Time Regular Employee

An employee who works an average of at least thirty-five (35) hours during the work week or who, in specifically approved positions, works at least forty (40) hours during the work week. Appointments of full time faculty are subject to the CUA Faculty Handbook and to the terms of their specific Notice of Appointment from the Provost. Appointments of full-time regular administrative and professional employees are usually continuous with year-to-year renewals, subject to the other provisions of the CUA Staff Handbook. Appointments of non-exempt full-time regular employees are expected to be continuous without the requirement of year-to-year renewal, subject to the other provisions of the Staff Handbook.

2.2 Full-Time Temporary Employee

An employee who works an average of at least thirty-five (35) hours during the work week and whose appointment to the University staff is stipulated at time of employment to be of fewer than six months duration. Temporary employees are not eligible for University benefits.

2.3 Part-Time Regular Employee

An employee who works an average of fewer than thirty-five (35) hours (or as specifically approved by the Associate Vice President/Chief Human Resources Officer or
the Provost, 40 hours per week) during the work week, but at least twenty (20) hours per week. Appointments of part time faculty are subject to the CUA Faculty Handbook and to the terms of their specific Notice of Appointment from the Provost. Appointments of administrative and professional part-time regular employees are usually continuous with year-to-year renewals, subject to the other provisions of the CUA Employee Staff Handbook. Appointments of non-exempt part-time regular employees are expected to be continuous without the requirement of year-to-year renewal, subject to the other provisions of the Handbook.

2.4 **Part-Time Temporary Employee**

An employee who works an average of fewer than thirty-five (35) hours during the work week, and whose appointment to the University staff is stipulated at the time of employment to be of fewer than six months duration or whose appointment may be one year or longer but works fewer than twenty (20) hours in a week. Part-time temporary employees may not work more than one thousand (1,000) hours in any fiscal year. Temporary employees are not eligible for University benefits.

2.5 **Retired Employee**

An employee who is at least 60 years of age and his or her age plus continuous years of service in a full time regular or part time regular position equal at least 75. In the case of a tenured faculty member, the Provost, in consultation with the President, may determine that it is in the best interest of the University to approve retirement before age 60 provided that the faculty member's age and continuous years of service in a full time regular or part time regular position equal at least 75.

2.6 **Participant**

The term participant means any employee or former employee of an employer, who is or may become eligible to receive a benefit of any type from a Plan which covers such employees of such employer, or whose beneficiaries may be eligible to receive any such benefit.

2.7 **Plan Administrator**

Plan Administrator shall mean the Plan Administrator appointed by the Board of Trustees of the University pursuant to Section 5.1 of the Omnibus Provisions.

2.8 **Plan Year**

The term “Plan Year” means the twelve-month period beginning on each January 1st.
SECTION 3 - ELIGIBILITY AND PARTICIPATION

The eligibility and participation provisions set forth here shall apply, provided, however, that if there is a dispute between the eligibility and participation provisions set forth here or the Plan or the Summary Plan Descriptions set forth in Appendices A-E the terms of the Plan and Summary Plan Descriptions set forth in Appendices A-A shall prevail.

3.1 Medical
   a. Who: All full time regular and part time regular employees
   b. When: Coverage may be effective the first day of employment or the first of the following month within 30 days of employment

3.2 Long Term Disability
   a. Who: Class One: All active part and full time faculty working a minimum of 30 hours per week
   b. Who: Class Two: All non faculty full time regular and part time regular employees working a minimum of 30 hours per week.
   c. When: Class One: No waiting period.
   d. When: Class Two: The first of the month on or after 12 months of service.

3.3 Life and Accident Insurance Class One
   a. Who: All active full time and part time regular employees.
   b. When: First of the month on or after 90 days of service.

3.4 Life Insurance Class Two (Retirees)
   a. Who: Class Two: All retired employees
   b. When: Upon date of retirement
3.5 **Flexibility Spending and Premium Only Plan**

The eligibility and participation requirements are as provided in the Flexible Spending and Premium Only Plan document filed herewith.

3.6 **Employee Assistance Program**

a. **Who:** All full time and part time regular employees and their spouses and dependents.

b. **When:** Eligible upon date of hire

### SECTION 4 FUNDING AND CONTRIBUTIONS

4.1 **Insured Benefits**

With regard to the insured Plans provided hereunder, nothing in these Omnibus Provisions or in the insurance contracts governing these benefits obligates the University beyond the obligation to make premium payments as provided by the Plans listed in Appendices A-E. The University does not guarantee benefits payable under any insurance policy or other contract, and provision of any benefits under an insurance policy or other contract will be the exclusive responsibility of the insurer or other entity that is required to provide benefits under that policy or contract.

4.2 **Participant Contributions**

The amount of Participant’s contributions for benefits, if any, required from Participants under the Plans shall be a fixed amount determined from time to time by the University. Certain Participant contributions may be deducted from Participant wages in accordance with University policies.

4.3 **University Contributions**

(a) The University shall make such payments required by the Plans in the time and manner as deemed appropriate by the University or as shall be required by applicable law.

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SECTION 5 - PLAN ADMINISTRATION

5.1 Plan Administrator

The Board of Trustees (“Board”) of the University may appoint a Plan Administrator to administer the Plans, and the Plan Administrator will hold office at the pleasure of the Board or its delegate and will be a named fiduciary of the Plans.

5.2 Power

(a) The Plan Administrator has full discretionary authority to administer and interpret the Plans, including discretionary authority to make factual findings, to determine eligibility for participation and for benefits under any Plan, to correct errors, and to interpret and construe ambiguous terms; provided, however, that any insurance company issuing a contract shall have sole discretion with respect to the matters for which it is made responsible under such contract, and to the extent required by ERISA or other applicable law, shall acknowledge in writing that it is a fiduciary with respect to those responsibilities.

(b) The Plan Administrator may delegate its discretionary authority and such duties and responsibilities as it deems appropriate to facilitate the administration of the Plans and, unless the Plan Administrator provides otherwise, such a delegation will carry with it the full discretionary authority to accomplish the delegation. Such delegation may be, but need not be, to a committee of individuals selected by the Plan Administrator. Determinations by the Plan Administrator or the Plan Administrator’s delegate will be final and conclusive upon all persons.

(c) The powers of the Plan Administrator include, but are not limited to, the following:

(1) to make and enforce such rules and regulations as it shall deem necessary or proper for the efficient administration of the Plans,

(2) to determine a funding policy for the Plans,

(3) to employ and appoint actuaries, attorneys, accountants, consultants, investment counselors, trustees, and other experts, as necessary and appropriate,

(4) to authorize payment from assets of the Plans for the expenses of administering the Plans, and

(5) to perform any other necessary or proper functions in the operation of the Plans.
(d) If any claim for benefits under the Plans is denied in whole or in part by the Plan Administrator the Plan Administrator shall furnish the claimant promptly with a written notice:

(1) Setting forth the reason for the denial;

(2) Citing the Plan provisions upon which such denial is based;

(3) Describing any additional material or information from the claimant which is necessary in order for the claimant to perfect his or her claim and why;

(4) Explaining the claim review procedure set forth herein.

(e) Failure of the Plan Administrator to respond to a claim within a reasonable time shall be deemed a denial. Within 60 days after denial of any claim for benefits under a Plan, the claimant may request in writing a review of the denial by the Plan Administrator.

(f) Any claimant seeking review hereunder is entitled to examine all pertinent documents, and to submit issues and comments in writing. The Plan Administrator shall render a decision on review of a claim not later than 60 days after receipt of a request for review hereunder. The decision of the Plan Administrator on review shall be in writing and shall state the reason for the decision, referring to the Plan provisions upon which it is based.

5.3 Indemnification

To the extent permitted by law, the University will indemnify and hold harmless its employees, officers and members of the Board, the Plan Administrator and any committee members appointed by the Plan Administrator, from and against any and all liabilities, claims, costs and expenses, including attorneys’ fees, arising out of any alleged breach of duties related to the Plans, other than such liabilities, claims, costs and expenses as may result from the gross negligence or willful misconduct of such persons.

5.4 Expenses

All proper expenses incurred in administering the Plans will be paid by the University. The Plan Administrator and any committee members appointed by the Plan Administrator will receive no compensation for their services in administering the Plans, provided, however, that if such individuals are University employees, their University compensation shall not be affected by this restriction and such compensation shall not be deemed compensation under this section.
5.5 Allocation of Responsibility

Except to the extent provided in Section 405 of ERISA, no fiduciary shall have any liability for a breach of fiduciary responsibility of another fiduciary with respect to the Plans.

SECTION 6 - BENEFITS AND CLAIMS

6.1 Benefits

The terms, conditions and limitations of benefits offered under the Plans are specified in the Plans and Summary Plan Descriptions listed in Appendices A-E.

6.2 Claims Information

Each covered person shall provide to the Plan Administrator or insurance company such pertinent information concerning himself or herself, the expenses for which a claim has been filed, benefits payable under other plans and such other information as the Plan Administrator or insurance company may specify, and no covered person or other person shall have any rights or be entitled to any benefits under a Plan unless such information is filed by or with respect to him or her. Such information shall be provided to the Plan Administrator or insurance company within the time periods and other guidelines provided in the applicable Plan or Summary Plan Description.

6.3 Payment of Claims to Others

If the Plan Administrator or insurance company determines in its sole discretion that any person to which any amount is payable under a Plan is unable to care for his or her affairs because of sickness or injury or is a minor or has died, then any payment due him or his estate or her or her estate (unless a prior claim therefore has been made by a duly appointed legal representative) may, if the Plan Administrator or insurance company so elects, be paid to his or her spouse, a dependent child, a relative, an institution maintaining or having custody of such person, or any other person deemed by the Plan Administrator or insurance company to be a proper recipient on behalf of such person otherwise entitled to payment. The Plan Administrator or insurance company shall, however, not be under any affirmative obligation to investigate whether a person is or is not capable of caring for his or her affairs. Any such payment shall be a complete discharge of the liability of a Plan.

6.4 Benefits of Unlocated Persons

If the Plan Administrator or insurance company cannot ascertain the whereabouts of any person to whom a payment is due under a Plan, and if, after three months from the date such payment is due, a notice of such payment due is mailed to the last known address of such person, as shown on the records of the Plan Administrator or insurance company, and within three months after such mailing such person has not made written claim therefore, the Plan Administrator or insurance company if it so elects, may direct that such payment
and all remaining payments otherwise due to such person be canceled, and upon such cancellation, the Plan shall have no further liability therefore.

6.5 **Acts of Third Parties**

To the extent that benefits have been or are expected to be paid under a Plan in connection with injuries resulting from the act or omission of a third party, and the covered person collects payment from such third party, the person may be required to reimburse the applicable Plan for the full amount of benefits paid under the Plan or the full amount collected from the third party, if less. Further, the Plan shall retain the right of first reimbursement out of any recovery the person obtains regardless of whether or not the person is made whole.

6.6 **Plan Benefits Covered by Medicaid**

(a) To the extent required by applicable law, a Plan shall not reduce or deny benefits for any participant to reflect that such individual is eligible to receive medical assistance under a state Medicaid plan.

(b) To the extent required by applicable law, a Plan shall reimburse any state Medicaid plan for the cost of any services provided under the state plan that are covered by the Plan, and the Plan shall honor any subrogation rights that a state has to recoup such mistaken payments.

6.7 **Claims Procedure.**

(a) **Initial Claim.**

If a Participant or a Participant's spouse, dependent or beneficiary (hereinafter referred to as a "Claimant") is denied any Benefit under a Plan, the Claimant may file a claim with the Plan Administrator set forth in section 5.1 hereof. The Plan Administrator shall review the claim itself or appoint an individual or an entity to review the claim. The Claimant shall be notified within ninety (90) days after the claim is filed whether the claim is allowed or denied, unless the Claimant receives written notice from the Plan Administrator or appointee of the Plan Administrator prior to the end of the ninety (90) day period stating that circumstances require an extension of the time for decision, such extension not to extend beyond the day which is one hundred eighty (180) days after the day the claim is filed. The notice of the decision shall be in writing, sent by mail to the Claimant's last known address, and, if the notice is a denial of the claim, the notice shall contain the following information:

(i) the specific reasons for the denial;

(ii) a specific reference to pertinent provisions of the Plan on which the denial is based;
(iii) if applicable, a description of any additional information or material necessary to perfect the claim and an explanation of why such information or material is necessary; and

(iv) an explanation of the Plan's claims review procedure.

(b) **Review Procedure.**

A Claimant is entitled to request a review by the Plan Administrator of any denial of the Claimant's claim. The request for review must be submitted to the Plan Administrator in writing within sixty (60) days of mailing of notice of the denial. Absent a request for review within the sixty (60) day period, the claim will be deemed to be conclusively denied. The review of a denial of a claim shall be conducted by the Plan Administrator or an individual or entity appointed by the Plan Administrator. The reviewer shall afford the Claimant an opportunity to review all pertinent documents and submit issues and comments in writing and shall render a review decision in writing, all within sixty (60) days after receipt of a request for a review, provided that, where not prohibited by law, the reviewer may extend the time for decision by not more than sixty (60) days upon written notice to the Claimant. The Claimant shall receive written notice of the reviewer's decision, together with specific reasons for the decision and reference to the pertinent provisions of the Plan.

**SECTION 7 - AMENDMENT AND TERMINATION**

7.1 **Amendment**

The University may amend in writing any part or all of the Plans, or any contract providing benefits with the agreement of any insurance company, at any time or from time to time. The University or its delegate may also remove or change any insurance company at any time and from time to time.

7.2 **Termination**

The University may terminate or partially terminate the Plans and/or discontinue contributions at any time.

**SECTION 8 - MISCELLANEOUS**

8.1 **Proof of Age, Marriage and Dependent Status**

Participants may be required to furnish satisfactory proof of age, marital, or dependent status as a condition to maintain coverage under the Plans.
8.2 **Workers’ Compensation**

The Plans are not in lieu of, and do not affect any requirement for, coverage by Workers’ Compensation insurance.

8.3 **Notice**

Any notice to be delivered under these Plans shall be given in writing and delivered, personally or by certified mail, postage prepaid, addressed to the Plan Administrator, the Participant, or any beneficiaries, as the case may be, at their last known address.

8.4 **Plan Not An Employment Contract**

These Plans are not an employment contract. Nothing in the Plans shall be construed to limit in any way the right of the University to terminate an individual’s employment at any time for any reason whatsoever with or without cause.

8.5 **Captions**

The captions of the sections of the Plans are for convenience only and shall not control the meaning or construction of any of its provisions.

8.6 **Withholding of Taxes**

To the extent required by law, the University may withhold from payments made pursuant to the Plans or otherwise all federal, state, local, or other taxes as shall be required with respect to any amounts paid or payable under the Plans.

8.7 **Severability of Provisions**

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

8.8 **Non-Transferability of Interest**

Except as otherwise expressly permitted by the documents listed in Appendix A, or as otherwise required by law, the interests of persons entitled to benefits under the Plans are not subject to their debts or other obligations and may not be voluntarily or involuntarily sold, transferred, assigned, or encumbered.

8.9 **Documentation**

When making a determination or calculation, the Plan Administrator and anyone acting on his, her or its behalf may request, and rely upon, such documentation as it may determine to be necessary.
8.10 **Governing Law**

The Plans shall be construed and enforced in accordance with ERISA and, to the extent the Plan’s are not preempted by ERISA, with applicable state or District of Columbia law, as the case may be.

8.11 **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.

8.12 **No Estoppel of Plan**

(a) No person is entitled to any benefit under a Plan except and to the extent expressly provided under the Plan. The fact that payments have been made from a Plan in connection with any claim for benefits under a Plan does not (a) establish the validity of the claim, (b) provide any right to have such benefits continue for any period of time, or (c) prevent a Plan from recovering the benefits paid to the extent that the Plan Administrator ultimately determines that there in fact was no right to payment of the benefits under a Plan.

(b) Thus, if a benefit is paid to a person under a Plan and it is thereafter determined by the Plan Administrator that such benefit should not have been paid (whether or not attributable to an error by such person, the Plan Administrator or any other person), then the Plan Administrator may take such action as it deems necessary or appropriate to remedy such situation, including without limitation, by deducting the amount of any such overpayment from any succeeding payments to or on behalf of such person under a Plan or from any amounts due or owing to such person by the University or under any other plan, program or arrangement benefiting the employees or former employees of the University, or otherwise recovering such overpayment from whoever has benefited from it.

(c) If the Plan Administrator determines that an underpayment of benefits has been made, the Plan Administrator shall take such action as it deems necessary or appropriate to remedy such situation. However, in no event shall interest be paid on the amount of any underpayment.

**SECTION 9   HIPAA PROVISIONS**

The following text sets forth how University, as the Plan Sponsor of health plans for its employees, will protect confidential health information as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
9.1 **Definitions:**

**Plan:** The term Plan solely with respect to these HIPAA provisions refers to the following two plans: The Health Insurance Plan and the Flexible Spending Plan. In addition, the HIPAA provisions contained below will also apply to the CUA Employee Assistance Program to the extent any PHI is maintained, stored or shared under the Program.

**Plan Sponsor:** Plan Sponsor refers to the Employer which sponsors the Plan, The Catholic University of America

**Protected Health Information:** Individually identifiable health information (diagnosis, treatment, condition, payment) transmitted or maintained in any form, relating to the past, present or future physical or medical condition of an individual. Student records and employment records are excluded from this definition, and are protected under other laws.

**Summary Health Information:** Summary health information means information, that may be individually identifiable health information, and:

1. That summarizes the claims history, claims expenses, or type of claims experienced by individuals for whom a Plan Sponsor has provided health benefits under a group health plan; and

2. From which the information described at Sec. 164.514(b)(2)(i) has been deleted, except that the geographic information described in Sec. 164.514(b)(2)(i)(B) need only be aggregated to the level of a five digit zip code.

9.2 **Limitations on Plan Sponsor Access to Protected Health Information**

The Plan may not disclose protected health information to the Plan Sponsor unless the Plan Document restricts uses and disclosures of such information by the Plan Sponsor consistent with the requirements of 45 CFR § 164.504(f) and 164.314(b)(1) the relevant federal regulations under HIPAA. In accord with this law, this Plan Document hereby defines the conditions under which the University as Plan Sponsor will have access to protected health information.

The Plan may disclose summary health information to the Plan Sponsor, if the Plan Sponsor requests the summary health information for the purpose of:

1. (A) Obtaining premium bids from health plans for providing health insurance coverage under the group health plan; or

   (B) Modifying, amending, or terminating the group health plan.
2. The Plan may disclose to the Plan Sponsor information on whether the individual is participating in the group health plan, or is enrolled in or has disenrolled from a health insurance issuer or HMO offered by the plan.

3. The Plan will disclose protected health information to the Plan Sponsor with the understanding that all of the following conditions have been met by the Plan Sponsor:

   (A) The Plan Sponsor will not use or further disclose the information other than as permitted or required by the plan documents or as required by law;

   (B) Any agents, including a subcontractor, to whom the Plan Sponsor provides protected health information received from the Plan will agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such information;

   (C) The Plan Sponsor will not use or disclose the information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor;

   (D) The Plan Sponsor will report to the Plan’s Privacy Officer (see K(4) below) any use or disclosure of the information that is inconsistent with the uses or disclosures provided for of which it becomes aware;

   (E) The Plan Sponsor will make available protected health information in accordance with 45 CFR §164.524

   (F) The Plan Sponsor will make available a process for amendment of protected health information and incorporate any amendments to protected health information in accordance with 45 CFR §164.526

   (G) The Plan Sponsor will make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

   (H) The Plan Sponsor will make its internal practices, books, and records relating to the use and disclosure of protected health information received from the group health plan available to the Secretary of Health and Human Services as required by law for the specific purpose of determining compliance by the group health plan with this subpart when requested to do so by the appropriate authorized representative;

   (I) The Plan Sponsor will, if feasible, return or destroy all protected health information received from the group health plan that the 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;

(J) The Flexible Spending Plan will release dollar amounts of expenditures (attached to the name of the employee) without individual authorization from the employee to the Plan Sponsor. With the exception of this particular release by the Flexible Spending Plan, the Plan will only release information to the Plan Sponsor when provided with a signed and dated waiver from the insured party or their legal representative;

(K) The Plan Sponsor will ensure adequate separation of protected health information as described below:

1. Only the Associate Vice President/Chief Human Resources Officer, the Manager of Benefits, and the Benefits Specialists, shall be given access to the protected health information. These four positions are the only employees or persons who receive protected health information relating to payment under, health care operations of, or other matters pertaining to the group health plan in the ordinary course of business.

2. The Plan Sponsor will restrict the access to and use by such employees described in paragraph 1 above to the plan administration functions that the Plan Sponsor performs for the group health plan.

3. Any paper documents containing protected health information will be kept in a locked file in the Office of the Benefits Manager or the Office of the Accounting Analyst. Any electronic documents containing PHI will be encrypted in transit and at rest. These offices will also be kept locked when not occupied. The health plan information will be kept separate from all other employee documents and will not be placed in the employee's general purpose employment file.

4. The Plan Sponsor designates the Information Security Officer as the person responsible for resolving any issues of non-compliance by persons described in paragraph 1 of this section and for overseeing compliance with the Security Standards of HIPAA as set forth in Section L below.

(L) The Plan Sponsor will adhere to the HIPAA Security standards.

1. The Plan Sponsor will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains or transmits on behalf of the Plan.
2. The Plan Sponsor will ensure that adequate separation required by the HIPAA Privacy Rule (45 CFR § 164.504 (f) (2)(iii)) is supported by reasonable and appropriate security measures.

3. The Plan Sponsor will ensure that any agent, including a subcontractor, to whom it provides this information, agrees to implement reasonable and appropriate security measures to protect the information.

4. The Plan Sponsor will report to the Plan any security incident of which it becomes aware.

(M.) If a breach of unsecured PHI occurs, the requirements in 45 CFR Part 164 must be read and followed. Notification to affected parties will be required with respect to the unauthorized acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information. Breaches must also be reported to the Department of Health and Human Services. A data breach of PHI affecting 500 or more individuals requires the Plan Sponsor to notify the media in the jurisdiction of the State in which the 500 or more individuals reside.

Copies of any of the above mentioned regulations may be obtained from the CUA Office of General Counsel at ext. 5142.

CERTIFICATION

I, __________________________ of The Catholic University of America, a District of Columbia nonprofit corporation, DO HEREBY CERTIFY that the foregoing Employee Welfare Benefit Plans for Employees of The Catholic University of America was adopted by the University Board of Trustees on ______________.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the corporate seal of the University to be affixed this ________ day of ______, 2005.

THE CATHOLIC UNIVERSITY OF AMERICA

By: ________________________________

__________________________________

[NAME AND TITLE]

Attest: ______________________________

[NAME AND TITLE]
APPENDIX A

TO THE EMPLOYEE WELFARE BENEFIT PLANS FOR EMPLOYEES OF THE CATHOLIC UNIVERSITY OF AMERICA

Listing of Plans

Health Insurance Plan
Life and Accident Insurance Class One Plan
Life Insurance Class Two (retirees) Plan
Long Term Disability Class One Plan
Long Term Disability Class Two Plan
Flexible Spending and Premium Only Plan
Employee Assistance Program Plan

05075 Omnibus Plan 9/19/05
Updated 5-5-2010 100180