Plan Document and Summary Plan Description

Retiree Health Reimbursement Arrangement

January 2016
Summary Plan Description

Retiree Health Reimbursement Arrangement

January 2016
HOW TO USE THIS DOCUMENT

The Table of Contents on page 5 provides an overview of the detailed information for the Health Reimbursement Arrangement (HRA).

You will also find a glossary of terms used in the HRA document beginning on page 43.

To quickly search for a specific word or phrase, simply press your “Ctrl” and “F” keys simultaneously to open the search function.
INTRODUCTION

Mayo Clinic, the Employer, has established a Health Reimbursement Arrangement (HRA), also referred to as the Plan, for the benefit of its retirees and the retirees of its participating affiliates. The Employer and participating affiliates are collectively referred to herein as the Sponsor or Plan Sponsor. The purpose of the Plan is to reimburse eligible retirees for certain medical expenses which are not otherwise reimbursed. Reimbursements for eligible medical expenses paid by the Plan generally are excludable from the participant’s taxable income.

The Plan is intended to qualify as a self-insured medical reimbursement plan for purposes of Sections 105 and 106 of the Internal Revenue Code, as amended (Code), as well as a health reimbursement arrangement as defined in IRS Notice 2002-45. This HRA is a group health plan for the purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Employee Retirement Security Act of 1974 (ERISA) and shall be administered in a manner consistent with HIPAA and ERISA. This HRA covers only retirees, and not active employees, of Plan Sponsor and Participating Employers. Therefore, it is not subject to part A of title XXVII of the Public Health Service Act (PHS Act) relating to group health plans and health insurance issuers in the group and individual markets, as amended by the Patient Protection and Affordable Care Act, Public Law 111-148, enacted on March 23, 2010; and the Health Care and Education Reconciliation Act, Public Law 111-152, enacted on March 30, 2010.

This document serves as both the Plan Document and the Summary Plan Description (SPD). This SPD describes the basic features of the HRA and how it operates. It is very important to review this document carefully to confirm a complete understanding of the benefits available, as well as responsibilities, under the HRA.

The HRA is “self-insured” which means benefits are paid from the Employer’s general assets. There is no trust or other fund from which benefits are paid. Mayo will allocate annual credits to you and you can receive reimbursements for amounts paid by you based on your available credits while you and your spouse are covered by the HRA. The credits (including those already allocated) are subject to Mayo’s generally reserved right to amend and or terminate the Plan at any time for any reason in its sole discretion.

Note that terms used in this SPD are defined the first time they are used or are defined in the Plan Administrative Information at the end of this booklet. Please note that you, your and my when used in this SPD refer to you, the retiree.
CONTACT INFORMATION

OneExchange is the Claims Submission Agent and will be referred to as the Claims Submission Agent throughout this SPD.

For eligibility questions, please contact your local HR department or the Employee Service Center (ESC).

<table>
<thead>
<tr>
<th>CLAIMS SUBMISSION AGENT</th>
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<tbody>
<tr>
<td>OneExchange</td>
</tr>
<tr>
<td>PO Box 981155</td>
</tr>
<tr>
<td>El Paso, TX 79998-1155</td>
</tr>
<tr>
<td>Fax: 855-321-2605</td>
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<th>QUESTIONS ON PLANS, PREMIUMS AND ENROLLMENT</th>
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<tr>
<td>OneExchange</td>
</tr>
<tr>
<td>Medicare-eligible retirees 855-873-0105 or</td>
</tr>
<tr>
<td>medicare.oneexchange.com/mayo</td>
</tr>
<tr>
<td>M-F, 7a.m. – 8 p.m. CST</td>
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<tr>
<th>QUESTIONS ABOUT ELIGIBILITY</th>
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<tbody>
<tr>
<td>Mayo Clinic Employee Service Center</td>
</tr>
<tr>
<td>200 First Street SW</td>
</tr>
<tr>
<td>Rochester, MN 55905</td>
</tr>
<tr>
<td>507-266-0440 (local)</td>
</tr>
<tr>
<td>888-266-0440 (toll free)</td>
</tr>
<tr>
<td>M-F, 7 a.m. 6 p.m. CST</td>
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<tr>
<th>COBRA ADMINISTRATION</th>
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<tr>
<td>Discovery Benefits, Inc.</td>
</tr>
<tr>
<td>PO Box 2079</td>
</tr>
<tr>
<td>Omaha, NE 68108-2079</td>
</tr>
<tr>
<td>866-451-3399</td>
</tr>
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<td>M-F, 7 a.m. – 7 p.m. CST</td>
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The Employee Service Center has access to translation services to meet the needs of many non-English speaking persons.
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ELIGIBILITY AND PARTICIPATION

Who is Eligible

Retired employees of the Employer are eligible to participate in the Plan if they meet all requirements to be an eligible retiree as defined below and retired or re-retired on or after January 1, 2015. Eligible retirees who become covered under the Plan are called participants. Note that certain self-employed persons (such as sole proprietors, partners and 2% shareholders of an “S” corporation) may not participate in the Plan. In addition, you are not eligible to participate in the Plan unless you are classified, by the Employer, as a former employee who satisfies the eligibility requirements, even if you are later determined by a court or governmental agency to be or to have been a former common law employee of the Employer.

Eligible retiree means an employee who retires or re-retired from the employer on or after January 1, 2015 with a continuous service date (CSD) before January 1, 2002 and that meet the following age and years of continuous years of service:

<table>
<thead>
<tr>
<th>Retirement Age</th>
<th>Required Years of Service</th>
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</thead>
<tbody>
<tr>
<td>62 and over</td>
<td>10 continuous years</td>
</tr>
<tr>
<td>60 and 61</td>
<td>15 continuous years</td>
</tr>
<tr>
<td>55 through 59</td>
<td>20 continuous years</td>
</tr>
<tr>
<td>Under age 55</td>
<td>30 continuous years</td>
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Retirees that meet the CSD and age/years of service will be eligible for this Plan if retired from Rochester, Arizona, Florida, Gold Cross sites, Decorah or Lake City. See Employers Participating in Health Reimbursement Arrangement section. Retirees that transferred between sites during employment, see eligibility requirements below.

HRA Eligibility for Transfers between Mayo Clinic Affiliated Sites

1) Employees that did not have rights to subsidized retiree medical as of December 31, 2012 will not receive such rights by transferring to a subsidy Mayo site on or after January 1, 2013.

2) Employees that have rights to subsidized retiree medical as of December 31, 2012 will not lose those rights by transferring to a non-subsidy Mayo Site on or after January 1, 2013. Subsidy sites include Rochester, Arizona, Florida, Gold Cross sites, Decorah and Lake City. All other Mayo sites/employers are “non-subsidy sites.” To be eligible for subsidized retiree medical, the first basic requirement is that the continuous service hire date be before January 1, 2002.

In addition, the following rules apply:

Transfer from a non-subsidy site to a subsidy site:

Before January 1, 2013:
Such employee will be entitled to the subsidized retiree medical coverage in place at the subsidy site at the time of retirement.

On or after January 1, 2013:
Such employee will not be entitled to subsidized retiree medical coverage.

**Transfers from a subsidy site to a non-subsidy site:**

Before January 1, 2013:
Such employees are not entitled to subsidized retiree medical coverage.

On or after January 1, 2013:
Such employees are entitled to the subsidized retiree medical coverage in place at the time of retirement at the subsidy site they transferred from.

**Transfers from a subsidy site to another subsidy site:**

Before January 1, 2013:
Such employees are entitled to the subsidized retiree medical coverage at the site at which they retired from.

On or after January 1, 2013:
Such employees are entitled to the subsidized retiree medical coverage in place at the time of retirement at the subsidy site they transferred from.

Mayo Clinic reserves the right to amend or terminate retiree medical coverage and any applicable subsidized premium at any time and for any reason in its sole discretion. You do not have vested benefits in the Mayo Medical Plan or this Plan, including balances in any HRA, which may be amended or terminated at any time and any balances would be forfeited.

An employer’s classification is conclusive and binding for purposes of determining benefit eligibility under the Plan. No reclassification of an employee’s or non-employee’s status for any reason by a third party, whether by a court, governmental agency, or otherwise, and without regard to whether or not the employer agrees to the reclassification, shall make the employee retroactively or prospectively eligible for benefits. Any uncertainty regarding an employee’s classification will be resolved by excluding that person from eligibility.

**Can my dependent participate in the Plan**

Your dependent who meets all requirements to be an eligible dependent may also become a participant in the Plan. Note that your Sponsor requires that you be a participant in the Plan before your eligible dependent may become a participant. An eligible dependent may be a participant in the Plan only if and when the eligible retiree becomes a participant. Your dependent generally includes your spouse at the time of your retirement.

**When do I become a Participant in the Plan**

An eligible retiree or an eligible dependent actually becomes a participant in the Plan on the later of the effective date of the Plan as provided in the Plan Administrative Information or the date that he or she has satisfied all of the following requirements:

- He/she is retired;
- He/she has become eligible for Medicare;
• He/she has obtained an individual health insurance policy through Towers Watson or any of its affiliates or, if permitted by the Sponsor as reflected below, he or she has provided satisfactory evidence to the Plan Administrator that he or she has other coverage permissible to the Plan Administrator
  o Has health coverage under TRICARE or VA; or
  o Has health coverage under a plan provided by Mayo Clinic through his or her spouse; or
  o Resides outside the United States; and
• He/she has completed any enrollment forms (which may be electronic) or procedures required by the Plan Administrator.
WHEN DOES COVERAGE END

When do I cease participation in the Plan

If you are an eligible retiree, you will cease being a participant in the Plan on the earlier of:

- The date you cease to be an eligible retiree for any reason;
- The date you are rehired by the Employer as a benefits-eligible active employee or become covered under active employee medical coverage due to the Shared Responsibility Provision of the Affordable Care Act;
- The date you cease to be eligible for Medicare;
- Your date of death;
- The effective date of any amendment terminating your eligibility under the Plan; or
- The date the Plan is terminated.

If you are an eligible dependent, you will cease being a participant in the Plan on the earlier of:

- The date you cease to be an eligible dependent for any reason;
- The date the retired employee of the employer is rehired by the Employer or you are hired by the employer as a benefits-eligible active employee or become covered under active employee medical coverage due to the Shared Responsibility Provision of the Affordable Care Act;
- The date you cease to be eligible for Medicare;
- In the case of an eligible dependent spouse, the date you divorce the eligible retiree;
- Your date of death;
- The effective date of any amendment terminating your eligibility under the Plan; or
- The date the Plan is terminated.

You may not obtain reimbursement of any eligible medical expenses incurred after the date your eligibility ceases. You have 180 days after your eligibility ceases, however, to request reimbursement of eligible medical expenses you incurred before your eligibility ceased.

In addition, your eligible dependent may be eligible to continue coverage under the Plan beyond the date that their coverage would otherwise end if coverage is lost for certain reasons. Their continuation of coverage rights and responsibilities are described below in the Continuation of Health Care Coverage under CORBA section.

What happens if I do not use all of the credits allocated to my HRA Account during the Plan Year

If you do not use all of the amounts credited to your HRA Account during a Plan Year, those amounts will be carried over to subsequent Plan Years. These credits can be used to reimburse participants for eligible medical expenses incurred during subsequent Plan Years.

What happens if I die

The Sponsor has elected the combined account structure, and if the eligible retiree dies with no eligible dependent who are participants in the Plan, his or her HRA Account is immediately forfeited upon death, but the deceased eligible retiree’s estate or representatives may submit claims for eligible medical expenses incurred by the eligible retiree and his or her eligible dependents before his or her death. Claims must be submitted within 180 days of his or her death.
Similarly, if the eligible retiree dies with a dependent who is a participant, his or her HRA Account shall continue and the eligible dependent who is a participant can continue to submit eligible medical expenses for reimbursement. If the event that an eligible dependent, who is also a plan participant, dies the HRA Account shall continue, but no further benefit credits shall be made to the HRA Account on behalf of the deceased participant.

**How long will the Plan remain in effect**

The Plan Sponsor has the right to modify or terminate the program at any time for any reason based on its sole discretion, including the right to change the classes of persons eligible for participation, the amount credited to HRA Accounts or to reduce or eliminate any amounts currently credited to a Participant’s HRA Account.

Employers participating in the Plan other than the Sponsor such as a related affiliate of the Sponsor may terminate their participation in the Plan at any time upon 60 days written notice to the Sponsor and Plan Administrator.
CLAIMS FOR BENEFITS

How do I receive reimbursement under the Plan

You must complete a reimbursement form and mail or fax it to the Claims Submission Agent as provided in the Plan Administrative Information, along with a copy of your insurance premium bill, an explanation of benefits (EOB), or, if no EOB is provided, a written statement from the service provider. The written statement from the service provider must contain the following: (a) the name of the patient, (b) the date service or treatment was provided, (c) a description of the service or treatment, (d) the amount incurred (e) the name of the person, organization or other provider to whom the health care expense was or is to be paid, (f) a statement that the participant has not been and will not be reimbursed for the health care expense by insurance or otherwise, and has not been allowed a deduction in a prior year (and will not claim a tax deduction) for such health care expense under Code Section 213 and (g) a written bill from an independent third party stating that health care expense has been incurred and the amount of such expense and, at the discretion of the Plan Administrator, a receipt showing payment has been made. The Plan Administrator may require the participant to furnish a bill, receipt, cancelled check or other written evidence or certification of payment or of obligation to pay health care expenses. You can obtain a reimbursement form from the Third Party Administrator identified in the Plan Administrative Information. Your claim is deemed filed when it is received by the Claims Submission Agent. (Do not mail your form to the Third Party Administrator as this may result in a delay in processing.)

If your claim for reimbursement is approved, you will be provided reimbursement as soon as reasonably possible following the determination. Claims are paid in the order in which they are received by the Claims Submission Agent. The Plan Administrator may establish such other rules as it deems desirable regarding the frequency of reimbursement of expenses, the minimum dollar amount that may be requested for reimbursement and the maximum amount available for reimbursement during any single month.

Expenses eligible for coverage under any medical, HMO, dental or vision care plans in which the Participant or his or her dependent are enrolled must be submitted first to all appropriate claims administrators for such plans before submitting the expenses to the Provider for reimbursement under the Plan. A Participant who is entitled to payment or reimbursement under a health care reimbursement account in a cafeteria plan under Code Section 125 must receive his or her maximum annual reimbursement under the health care reimbursement account in the cafeteria plan before he or she is entitled to any reimbursement under this Plan.

What happens if my claim for benefits is denied

If your claim for reimbursement is wholly or partially denied, you will be notified in writing within 30 days after the Claims Submission Agent receives your claim. If the Claims Submission Agent determines that an extension of this time period is necessary due to matters beyond the control of the Plan, the Claims Submission Agent will notify you within the initial 30-day period that an extension of up to an additional 15 days will be required. If the extension is necessary because you failed to provide sufficient information to allow the claim to be decided, you will be notified and you will have at least 45 days to provide the additional information. The notice of denial will contain:

- The reason(s) for the denial
- Specific reference to pertinent Plan provisions on which the denial is based;
- A description of any additional material or information necessary for the claimant to perfect the claim, why the information is necessary, and your time limit for submitting the information;
• A description of the Plan’s appeal procedures and the time limits applicable to such procedures, including a statement of the claimant’s right to bring a civil action under ERISA Section 502(a) to appeal any adverse benefit determination on review; and
• A description of your right to request all documentation relevant to your claim. This may include a copy of any internal rule, guideline, protocol, or other similar criterion relied upon in making the initial determination or a statement that such a rule, guideline, protocol, or other criterion was relied upon in making the appeal determination and a copy of such rule will be provided to claimant free of charge upon request.

Appeals

If your request for reimbursement under the HRA is denied in whole or in part and you do not agree with the decision, upon receipt of the denial, you can request an informal or formal review (i.e., an appeal) of your claim. Important note, upon denial of a claim, you have 180 calendar days of receipt of the notification of adverse benefit determination to appeal the claim.

To request an informal review, contact OneExchange HRA at 855-873-0105. If you are not satisfied with the informal review, you can request OneExchange HRA Administration to send you a Level I Appeal Initiation Form. You should submit all information identified in the notice of denial, as necessary, to protect your claim and any additional information that you believe would support your claim. Once you have completed the form, you can either mail or fax it to:

OneExchange
Health Reimbursement Account
PO Box 3039
Omaha, NE 68103-3039
Fax: 402-231-4310

The OneExchange HRA has 30 days to make a decision and notify you. If your appeal is denied, the notice will contain the information necessary if you choose to file a Level II Appeal to the Plan Review Committee. If the OneExchange HRA denies your Level I appeal, you can request a Level II Appeal. You must submit a Level II Appeal to the Plan Review Committee within 60 days from the date of the Level I denial letter. The Plan Review Committee will decide your appeal no later than 30 days from the date the second appeal request was received. If you do not submit a Level II Appeal to the Plan Review Committee during this time period, you will lose the right to appeal. If you wish to appeal the denial of your Level I Appeal, please complete the Level II Appeal Initiation Form and mail to:

Mayo Clinic
Plan Review Committee
200 First Street SW
Rochester, MN 55905
Phone: 507-266-0440

In preparing for your Level II Appeal, you have the right to receive, upon request and without charge, reasonable access to or copies of any relevant documents, records, or other information relied upon by the OneExchange HRA in making this determination. If you have any additional information or documentation to support your Level I Appeal, you must submit it with your Level II Appeal. You have the right to initiate a civil action in federal court under section 502(a) or the Employee Retirement Income Security Act of 1974 (ERISA). This option is available to you only after you have exhausted all of the administrative remedies available to you through the Plan’s appeals process.
Authority

Mayo Clinic is the Plan Administrator and has delegated the authority to decide benefit claims and appeals as described in these claim procedures. The Plan Review Committee has the discretion, authority, and responsibility to make final decisions on all factual and legal questions under the Plan, to interpret and construe the Plan and any ambiguous or unclear terms, and to determine whether a participant is eligible for benefits and the amount of the benefits. The Claim Administrator and/or applicable committee may rely on any applicable statute of limitations as a basis to deny a claim. The Plan Review Committee’s decisions are conclusive and binding on all parties.

Are my Benefits Taxable

The Plan is intended to meet certain requirements of existing federal tax laws, under which the benefits you receive under the Plan generally are not taxable to you. However, the Employer cannot guarantee the tax treatment to any given participant, as individual circumstances may produce different results. If there is any doubt, you should consult your own tax advisor.

What happens if I receive an overpayment under the Plan or a reimbursement is made in error from my HRA Account

If it is later determined that you or your eligible dependent received an overpayment or a payment was made in error (e.g., you were reimbursed from your HRA Account for an expense that is later paid by another medical plan), you or your eligible dependent will be required to refund the overpayment or erroneous reimbursement to the Employer.

If you do not refund the overpayment or erroneous payment, the Employer reserves the right to offset future reimbursements equal to the overpayment or erroneous payment or, if that is not feasible, to withhold such funds from any amounts due to you from the Employer. If all other attempts to recoup the overpayment/erroneous payment are unsuccessful, the Plan Administrator may treat the overpayment as a bad debt, which may have tax implications for you or your failure to repay the amounts of overpayment could constitute misconduct and could be grounds for termination of your eligibility for benefits under this Plan.

How does the Plan interact with other medical plans

Only medical care expenses that have not been or will not be reimbursed by any other source may be eligible medical expenses (to the extent all other conditions for eligible medical expenses have been satisfied). You must first submit any claims for medical expenses to the other plan or plans before submitting the expenses to this Plan for reimbursement. This requirement includes health care flexible spending accounts (FSA).
CONTINUATION OF HEALTH CARE COVERAGE UNDER COBRA

What is continuation coverage and how does it work

This section contains detailed information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan after you or your eligible family members lose coverage in certain circumstances. The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available when you and/or your eligible family would otherwise lose coverage under the Plan due to certain events. This notice generally explains COBRA continuation coverage, when it may become available to you and your spouse and what you can do to protect the right to receive it.

Introduction

If you are eligible to elect COBRA continuation coverage under the HRA, you will be able to elect this coverage separately from any other coverage you have. If you are eligible for and elect COBRA under the HRA, you will have continued access to the balance in your account (if any) at the time you would otherwise lose coverage (less any reimbursements). You will however be required to pay 102% of the cost of coverage to maintain HRA coverage under COBRA. Read this section for additional information about your COBRA rights.

COBRA Eligibility

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a “qualifying event.” After a qualifying event (and any required notice of that event has been properly provided), COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” You, your spouse could become qualified beneficiaries if coverage under the Plan is lost because of a qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

For purposes of this SPD, the following terms shall have the meanings set forth below:

**COBRA Continuation Coverage** means the continuation of the Plan benefits being provided to a qualified beneficiary immediately prior to a qualifying event.

**Election Period** means a period of at least 60 days’ duration that begins no later than the date on which the qualified beneficiary’s coverage under the Plan would otherwise terminate by reason of a qualifying event and that ends 60 days after the later of: (1) the date such coverage would otherwise end, or (2) the date the qualified beneficiary receives notice of his or her right to continued coverage under the Plan.

**Qualified Benefits** means the HRA benefit under this Plan.

**Qualified Beneficiary** means the participant’s spouse, former spouse.

**Qualifying Event** means any of the following events which would result in the loss of coverage of a qualified beneficiary:

1. The divorce or legal separation of a participant and his or her spouse or
Similarly Situated Beneficiary means, in the case of a qualified beneficiary who has a qualifying event, an individual who has the same coverage options under the Plan that the qualified beneficiary would have had if the qualifying event had not occurred; provided that determinations of similar status shall be made by the Plan Administrator in accordance with and taking into account the factors permitted under Code Section 4980B and the regulations issued thereunder to the extent such law or regulations apply.

Notification of COBRA Continuation Coverage Election

Note that the eligible dependent is required to notify the Plan Administrator in writing of a divorce or legal separation within 60 days of the event or they will lose the right to continue coverage under the Plan. The Company must notify the Plan Administrator within 30 days of the qualifying event. Within fourteen days of its receipt of any notice required, the Plan Administrator shall notify the qualified beneficiary of his or her right to COBRA Continuation Coverage under the Plan. Any notification to a spouse, former spouse of a participant by the Plan Administrator shall also be treated as notification to all other qualified beneficiaries residing with said spouse at the time such notification is made. Notice from the Plan Administrator shall be deemed complete upon placement of the notice of election period in the United States mail, provide there is sufficient postage for first class mailing and said notice is addressed to the qualified beneficiary’s last known primary residence (any address other than the qualified beneficiary’s last know primary residence shall only be known to the Plan Administrator if the qualified beneficiary specifically notifies the Plan Administrator of the change in address).

Your written notice must include the following:

- The name of this Plan
- The type of qualifying event (e.g., divorce)
- The date of the event
- Your name, the name of your spouse.

Verbal notice, including by telephone, is not sufficient. You may deliver your written notice by mail, facsimile, or by hand.

You must provide notice in a timely manner. If mailed, a notice must be postmarked no later than the last day of the 60-day notice period described above. If not mailed, it must be received no later than that day. If you, your spouse or your eligible family member fails to provide notice to the COBRA Administrator during this 60-day period, your spouse or dependent children who lose coverage will not be offered the option to elect continuation coverage.

Who May Elect COBRA Continuation Coverage

Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. You (and any qualified beneficiary) will have 60 days after the date of the COBRA election notice (or if later, 60 days after the date coverage is lost) to decide whether you want to elect COBRA under the Plan. For each qualified beneficiary who elects COBRA continuation coverage, COBRA coverage will begin the first day of the month following the qualifying event.

How to Elect COBRA Continuation Coverage

After proper notice of a qualifying event, you will be sent an election form. To elect COBRA continuation coverage, you must complete the election form and furnish it (within 60 days from the date of the election notice or, if later, the loss of coverage) according to the directions on the form. If you or your spouse does not elect continuation coverage within this period, you will not receive continuation coverage. If mailed, your election form must be postmarked no later than
the last day of the 60-day election period. Otherwise it must be actually received by the entity indicated on the election form no later than that day.

**Special Considerations in Deciding Whether to Elect COBRA**

There may be other coverage options for you and your family through the Health Insurance Marketplace. In the Marketplace, you could be eligible for a tax credit that lowers your monthly premiums right away, and you can see what your premium, deductibles, and out-of-pocket costs will be before you make a decision to enroll. Being eligible for COBRA does not limit your eligibility for coverage for a tax credit through the Marketplace. Visit HealthCare.gov for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your spouse’s employer) within 30 days after your group health coverage ends because of a qualifying event. You will also have the same special enrollment right at the end of COBRA continuation coverage if you remain covered under COBRA continuation coverage for the maximum time available to you.

**Duration of COBRA Continuation Coverage**

COBRA continuation coverage is temporary continuation of coverage. When the qualifying event is divorce COBRA continuation coverage lasts for up to 36 months.

There are two ways in which the 18-month period of COBRA continuation coverage can be extended.

1. **Disability extension of 18-month period of continuation coverage**

   If a qualified beneficiary in your family is determined by the Social Security Administration to be disabled and you notify the COBRA Administrator in a timely fashion, you may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started some time before the sixty-first day after termination of employment or reduction in hours and must last at least until the end of the 18-month period of COBRA continuation coverage.

   To obtain the 11-month extension, you must notify the COBRA Administrator in writing of the Social Security Administration’s determination within 60 days of the latest of
   - The date of the disability determination
   - The date of the qualifying event
   - The date on which you lose (or would lose) coverage under the terms of the Plan as a result of the qualifying event. You must also provide the notice before the end of the 18-month period of COBRA continuation coverage. If notice is not made within the required period, there will be no disability extension of COBRA continuation coverage.

   To obtain the 11-month disability extension, you must notify the COBRA Administrator that you are requesting the extension by sending written notice to the address listed in the Contact Information section on page 4. Your written notice must be postmarked no later than the 60-day deadline described above. You do not need to complete a specific form, but you need to provide certain information. Your written notice must include:
   - The name of this Plan
   - The date of the Social Security disability determination, and
   - Your name and the names and addresses of your spouse.

   You may be required to submit a copy of the Social Security Awards Determination letter or other evidence of the Social Security disability determination.
You also must notify the COBRA Administrator immediately if the Social Security Administration determines that you are no longer disabled.

2. Medicare extension for Spouse and Eligible Family Member

If a covered employee experiences a qualifying event that occurs within 18 months after the covered employee becomes entitled to Medicare, then the maximum coverage period for the spouse who is a qualified beneficiary receiving COBRA continuation coverage will end 36 months from the date the employee became entitled to Medicare. For example, if a covered employee becomes entitled to Medicare eight months before the date on which the employee terminates employment, COBRA continuation coverage for the employee’s spouse can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus eight months). Note that the covered employee’s coverage period is not extended by Medicare entitlement, rather the employee’s maximum COBRA continuation coverage will be the 18-month period (unless extended under the disability extension described above). If you believe your spouse qualify for this Medicare extension, you or your qualified beneficiary should contact the COBRA Administrator.

Cost of COBRA Continuation Coverage

Each qualified beneficiary may be required to pay the entire cost of COBRA continuation coverage (including employer contributions) plus a two percent administrative fee. The amount of your COBRA premiums can be increased from time to time during your period of COBRA continuation coverage.

Payment for COBRA Continuation Coverage

You will not be considered to have made any payment if you check is returned due to insufficient funds or otherwise.

First Payment for COBRA Continuation Coverage

If you elect COBRA continuation coverage, you do not have to send payment with the COBRA Continuation Coverage Election Form. However, you must make your first payment for COBRA continuation coverage not later than 45 days after the date of your election. (This is the date the election form is postmarked, if mailed.) If you do not make the first payment for COBRA continuation coverage in full not later than 45 days after the date of your election, you will lose all COBRA continuation coverage rights under the Plan. You are responsible for making sure that the amount of your first payment is correct. You may contact the Cobra Administrator to confirm the amount of your first payment.

Your first payment for COBRA continuation coverage should be sent to the Cobra Administrator at the address listed in the Contact Information section on page 4.

Periodic Payments for COBRA Continuation Coverage

After you make the first payment for COBRA continuation coverage, you will be required to make payments for each subsequent month of coverage. Under the Plan, these periodic payments for COBRA continuation coverage are due on the first of each month. If mailed, payment must be postmarked on or before the first of the month to be timely. If you make a periodic payment on or before the first day of the month to which it applies, your coverage under the Plan will continue for that month without any break. The Plan will not send periodic notices of payments due each month. Periodic payments for COBRA continuation coverage should be sent to the same address as the first payment.
Grace Periods for Periodic Payments

Although periodic payments are due on the first of each month, you will be given a grace period of 30 days to make each periodic payment. Your COBRA continuation coverage will be provided for each month as long as payment for that month is made before the end of the grace period for that payment. If mailed, payment must be postmarked on or before the end of the grace period.

If you fail to make a periodic payment before the end of the grace period for that month, you will lose all rights to COBRA continuation coverage under the Plan. If COBRA continuation coverage is cancelled for nonpayment, coverage will not be reinstated, and you will have no further rights to COBRA continuation coverage.

Termination of COBRA Continuation Coverage Before the End of the Maximum Coverage Period

COBRA continuation coverage will be terminated before the end of the maximum period if any of the following occurs:

- Any required premium is not paid on time.
- After electing COBRA continuation coverage a qualified beneficiary becomes covered under another group health plan (but only after any pre-existing condition exclusions of the other plan for a pre-existing condition of the qualified beneficiary have been exhausted).
- After electing COBRA continuation coverage, a qualified beneficiary enrolls in Medicare.
- The employer ceases to provide a group health plan for its employees.

COBRA continuation coverage may also be terminated for any reason the Plan would terminate coverage of a participant or beneficiary not receiving COBRA continuation coverage (such as fraud). COBRA continuation coverage may also be terminated if you recover from a disability that extended your COBRA continuation coverage.

If you or a qualified beneficiary becomes covered under any other group health plan, enrolls in Medicare, or recovers from a disability, you must notify the COBRA Administrator immediately and provide (1) the name of this Plan, (2) the type of event, and (3) the date of the event. You or your spouse should contact the COBRA Administrator.

Keep Your Plan Informed of Address Changes

In order to protect your rights and your family’s rights, you should keep the COBRA Administrator informed of any changes in your address and the addresses of family members. You should also keep a copy for your records of any notices you send to or receive from the COBRA Administrator.

Continuation of Health Coverage Under USERRA

The Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA) provides an additional basis for the continuation of health coverage if you are absent from employment due to service in the uniformed services (the U.S. Armed Forces (including the Coast Guard), the Army National Guard, and the Air National Guard (when engaged in active or inactive duty training or full-time National Guard duty).

USERRA provides that each qualified beneficiary may be required to pay the entire cost of continuation coverage (including employer contributions) plus a two-percent administration fee (unless your period of service in the uniformed services is less than 32 days).
USERRA continuation coverage lasts for up to 24 months, although the period is shortened to the day after the date on which you could return to or apply to return to employment. The USERRA continuation coverage period begins on the day after you lose coverage under the Plan. USERRA does not provide for extension of the USERRA continuation coverage period beyond 24 months. In general, if you wish to elect to continue coverage under USERRA, you must comply with the policies and procedures outlined above with respect to COBRA. The continuation coverage periods under COBRA and USERRA run concurrently (at the same time). You are not able to continue coverage under USERRA after the COBRA continuation coverage period.

Upon notification by the Plan Administrator of his or her right to COBRA Continuation Coverage under the Plan, a qualified beneficiary must affirmatively elect COBRA Continuation Coverage before the expiration of the election period.

If your spouse elects to continue coverage, he or she is entitled to the level of coverage under the Plan in effect immediately preceding the qualifying event. He or she may also be entitled to an increase in his or her HRA Account equal to the amounts credited to the HRA Accounts of similarly situated participants (subject to any restrictions applicable to similarly situated participants) so long as he or she continues to pay the applicable premium.

In order to continue coverage, the qualified beneficiary must pay a monthly premium equal to 102% of the cost of the coverage, as determined by the Plan Administrator. The Plan Administrator will notify qualified beneficiaries of the applicable premium at the time of a qualifying event. The first required payment must be paid within 45 days of the date the COBRA Continuation Coverage is elected.

A qualified beneficiary who elects COBRA Continuation Coverage under the Plan shall be provided coverage identical to that being provided at that time to a similarly situated beneficiary. Coverage may continue for up to 36 months following the qualifying event, but will end earlier upon the occurrence of any of the following events:

- The date the qualified beneficiary’s HRA Account is exhausted;
- The date the qualified beneficiary notifies the Plan Administrator that he or she wishes to discontinue coverage;
- Any required monthly premium is not paid when due or during the applicable grace period;
- The date, after the date of the qualified beneficiary’s election to continue coverage, that he or she becomes covered under another group health plan that does not contain any exclusion or limitation with respect to any pre-existing condition of the qualified beneficiary; or
- The Employer ceases to provide any group health plan.

What is alternative coverage

The Sponsor may make available to a qualified beneficiary coverage in lieu of the continued coverage described above. The Sponsor will provide more information on any alternative coverage that may be available under the Plan upon the occurrence of a qualifying event.

If the qualified beneficiary chooses the continuation coverage above, he or she waives the right to the alternative coverage. If the qualified beneficiary chooses the alternative coverage, he or she waives the right to continuation coverage as described above.
Who do I contact if I have questions about the Plan

If you have any questions about the Plan, you should contact the Third Party Administrator or the Plan Administrator. Contact information for the Third Party Administrator and the Plan Administrator is provided in the Plan Administrative Information.
HEALTH REIMBURSEMENT ARRANGEMENT

How does the Plan work

One HRA Account will be established for you and your spouse. Benefit credits for you and your spouse will be credited to that HRA Account.

Benefit credits will be credited to HRA Accounts for eligible retirees and spouses by the Employer in the amount of:

1. $1,764 for those eligible retirees and spouses who are Medicare eligible.

Benefit credits will be credited to the HRA Accounts on January 1 of each year or as soon as administratively possible upon qualification for the HRA. The initial HRA credit will be prorated based on the month when the qualification requirement has been met (annual allocation divided by 12). For example, if a retiree becomes Medicare eligible in October, they would have a HRA credit in the amount of $1,764/12 x 3.

Benefit credits will be reduced by the amount of any premium payments or eligible medical expenses for which the participant is reimbursed under the Plan. At any time, the participant may receive reimbursement for eligible medical expenses up to the amount in his or her HRA Account. Note that the law does not permit participants to make any contributions to their HRA Accounts.

An HRA Account is merely a bookkeeping account on the Employer’s records; it is not funded and does not bear interest or accrue earnings of any kind. Each HRA account established pursuant to the Plan shall be a hypothetical account which merely reflects a bookkeeping concept and does not represent assets that are actually set aside for the exclusive purpose of providing benefits to the Participant under the terms of the Plan or that are protected from the reach of the company’s creditors. In no event may any benefits under the Plan be funded with Participant contributions. All benefits under the Plan are paid entirely from the Employer’s general assets.

What happens to my HRA Account if I am re-hired or my spouse is hired

If you, as the retiree, are rehired by the Employer as a benefits-eligible active employee as defined by Mayo Clinic or are re-hired and become covered under active employee medical coverage due to the Shared Responsibility provisions of the Affordable Care Act, the entire HRA Account is frozen and participation in the Plan is suspended for each participant. Credit balances cannot be used by the retiree or dependent for any purpose. No additional benefit credits will be allocated to the account while you are working at the Employer as a benefit-eligible employee or as an employee with coverage under the Affordable Care Act as noted above.

If your spouse or eligible domestic partner is hired by Mayo Clinic in a benefit-eligible position by the Employer or is hired by the Employer and has medical coverage based on the Shared Responsibility provisions of the ACA, your spouse or domestic partner is no longer an active participant in the Plan. Credit balances cannot be used for such dependent for any purpose. No additional benefit credits will be credited to the account for the dependent.

When the retired employee, referenced above, stops working at the employer in a benefit-eligible position or ceases medical coverage based on the Affordable Care Act, participation in the Plan will resume for the retiree and eligible dependent provided that each individual is otherwise eligible and the Plan remains in effect. Any such reinstated coverage will be subject to all Plan terms and limitations as of
the date of the reinstatement. The applicable suspended credit balance will be restored to your HRA Account pursuant to Plan terms and additional benefit credits will resume pursuant to Plan terms. There are no retroactive benefit credits under the Plan and if your suspended account is reinstated mid-year, your benefit credit will be prorated based on the number of months eligible in the year after which you re-

retired.

What is an eligible medical expense

An eligible medical expense is an expense incurred by you or your spouse for medical care, as that term is defined in Code Section 213(d) (generally, expenses related to the diagnosis, care, mitigation, treatment or prevention of disease). Some common examples of eligible medical expenses include:

- Dental expenses;
- Dermatology;
- Physical therapy;
- Contact lenses or glasses used to correct a vision impairment;
- Chiropractor treatments;
- Hearing aids;
- Wheelchairs; and
- Premiums for medical, prescription drug, dental, vision or long-term care insurance.

Some examples of common items that are not eligible medical expenses include:

- Baby-sitting and child care;
- Long-term care services;
- Cosmetic surgery or similar procedures (unless the surgery is necessary to correct a deformity arising from a congenital abnormality, accident or disfiguring disease);
- Funeral and burial expenses;
- Household and domestic help;
- Massage therapy;
- Custodial care;
- Health club or fitness program dues; and
- Cosmetics, toiletries, toothpaste, etc.
- Medications

For more information about what items are and are not eligible medical expenses, consult IRS Publication 502, Medical and Dental Expenses, under the headings What Medical Expenses Are Includible and What Expenses Are Not Includible. (Be careful in relying on this Publication, however, as it is specifically designed to address what medical expenses are deductible on Form 1040, Schedule A, not what is reimbursable under a health reimbursement account.) If you need more information regarding whether an expense is an eligible medical expense under the Plan, contact the Third Party Administrator as provided in the Plan Administrative Information.

Only eligible medical expenses incurred while you are a participant in the Plan may be reimbursed from your HRA Account. Similarly, only eligible medical expenses incurred while your spouse is a participant in the Plan may be reimbursed from his or her HRA Account. Eligible medical expenses are “incurred” when the medical care is provided, not when you or your eligible dependent are billed, charged or pay for the expense. Thus, an expense that has been paid but not incurred (e.g. pre-payment to a physician) will not be reimbursed until the services or treatment giving rise to the expense has been provided.
The following expenses may **not** be reimbursed from an HRA Account:

- Expenses incurred for qualified long term care services;
- Expenses incurred *prior to the date* that you became a Participant in the HRA;
- Expenses incurred *after the date* that you cease to be a Participant in the HRA;
- Expenses that have been reimbursed by another plan or for which you plan to seek reimbursement under another health plan; and
- Any other expenses specifically identified as excluded.
- Expenses incurred for any dependent other than your spouse (with the exception of plan premiums)
PLAN ADMINISTRATION

The Plan Administrator shall be responsible for the performance of all reporting and disclosure obligations under ERISA, and all other obligations required to be performed by the Plan Administrator under ERISA or the Code, except such obligations and responsibilities as may be delegated under the Plan to such person or entity as the Plan Administrator designates. The Plan Administrator shall be the designated agent for service of legal process with respect to the Plan.

Duties of the Plan Administrator

The Plan Administrator will have the duties of general administration of the Plan including the following:

- The Plan Administrator shall have the sole discretion and authority to control and manage the operation and administration of the Plan.
- The Plan Administrator shall have complete discretion to interpret the provisions of the Plan, make findings of fact, correct errors, supply omission, and determine the benefits payable under this Plan. All decisions and interpretations of the Plan Administrator made in good faith pursuant to the Plan shall be final, conclusive and binding on all persons, subject only to the claims procedure, and may not be overturned unless found by a court to be arbitrary and capricious.
- The Plan Administrator shall have all other powers necessary or desirable to administer the Plan, including, but not limited to, the following:
  - To prescribe procedures to be followed by Participants in making elections under the Plan and in filing claims under the Plan;
  - To prepare and distribute information explaining the Plan to participants;
  - To receive from participants and dependents such information as shall be necessary for the proper administration of the Plan;
  - To keep records of election, claims, and disbursements for claims under the Plan, and any other information required by ERISA or the Code;
  - To appoint individuals or committees to assist in the administration of the Plan and to engage any other agents as it deems advisable;
  - To accept, modify or reject participant elections under the Plan;
  - To promulgate election forms and claims forms to be used by participants, which may be electronic in nature;
  - To determine and enforce any limits on benefit elections hereunder; and
  - To correct errors and make equitable adjustments for mistakes made in the administration of the Plan, specifically, and without limitation, to recover erroneous overpayments made by the Plan to a participant or dependent, in whatever manner the Plan Administrator deems appropriate, including suspension or recoupment of, or offsets against, future payments due that participant or dependent.

Allocation and Delegation of Duties

The Plan Administrator shall have the authority to allocate, from time to time, by instrument in writing filed in its records, all or any part of its responsibilities under the Plan to one or more of its employees, officers or members as may be deemed advisable, and in the same manner to revoke such allocation of responsibilities. In the exercise of such allocated responsibilities, any action of the employee, officer, or member to whom responsibilities are allocated shall have the same force and effect for all purposes hereunder as if such action had been taken by the Plan Administrator. The Plan Administrator shall not be liable for any acts or omissions of such employee, officer, or member. The employee, officer, or
member to whom responsibilities have been allocated shall periodically report to the Plan Administrator concerning the discharge of the allocated responsibilities.

The Plan Administrator shall have the authority to delegate, from time to time, by written instrument filed in its records, all of any part of its responsibilities under the Plan to such person or persons as it may deem advisable (and may authorize such person to delegate such responsibilities to such other person or persons as the Plan Administrator shall authorize) and in the same manner to revoke any such delegation of responsibility. Any action of the delegate in the exercise of such delegated responsibilities shall have the same force and effect for all purposes hereunder as if such action had been taken by the Plan Administrator. The Plan Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall periodically report to the Plan Administrator concerning the discharge of the delegated responsibilities.

The Plan Administrator may employ such legal counsel, accountants, consultants, actuaries, and other agents as it shall deem advisable. The compensation of such legal counsel, accountants, consultants, actuaries and other agents and any other expenses incurred by the Plan Administrator in the administration or management of the Plan or in furtherance of its duties hereunder shall be paid by the Plan by reduction of Participant HRA Accounts to the extents not paid by the Company.

**Indemnification**

The Companies, jointly and severally, shall indemnify and save the Plan Administrator, and any employees to whom the Plan Administrator has allocated or delegated its responsibilities in accordance with the provisions hereof, harmless from and against all claims, losses, damages, expense, and liability arising from their responsibilities in connection with the administration and management of the Plan which is not otherwise paid or reimbursed by insurance, unless the same shall result from their own willful misconduct.
GENERAL PROVISIONS

Adoption by Affiliates

Any affiliate, with the consent of the Plan Sponsor and under such terms and conditions as the Plan Sponsor may prescribe, may become a company hereunder. By its adoption of the Plan and participation therein, each company agrees to be bound by the terms of the Plan, as amended from time to time. Any company other than the Plan Sponsor shall have the right at any time and under such terms and conditions as the Plan Sponsor may prescribe (including terms and conditions with respect to the satisfaction of any contingent liability by the company to the Plan) to withdraw from the Plan on sixty days’ written notice to the Plan Sponsor and the Plan Administrator.

Alienation of Benefits

No benefit under this Plan may be voluntarily or involuntarily assigned or alienated and any attempt to do so shall be void and unenforceable.

Amendment and Termination

The Plan Sponsor reserves the right to amend, modify, or terminate this Plan at any time and for any reason in its sole discretion, including but not limited to the right to modify persons eligible for participation, benefits paid by the Plan, and the amount of benefit credits to be credited, and the right to reduce or eliminate existing HRA Accounts. Notwithstanding anything to the contrary contained in this section or elsewhere in the Plan, the Plan Administrator shall have the authority to approve all technical, administrative, regulatory and compliance amendments to the Plan, and any other amendments that will not increase the cost of the Plan to the company, as the Plan Administrator shall deem necessary or appropriate.

Applicable Law and Venue

The Plan is intended to be construed, and all rights and duties hereunder are to be governed, in accordance with the laws of the State of Minnesota, except to the extent such laws are preempted by the laws of the United States of America.

All litigation, in any way related to the Plan (including but not limited to any and all claims brought under ERISA, such as claims for benefits and claims for breach of fiduciary duty) must be filed in a United States District Court for the District of Minnesota.

Company Liability

Benefits under the Plan are paid by the companies out of their general assets. Specifically, and notwithstanding anything herein to the contrary, the company who employs the participant as of the date of the participant’s qualifying retirement shall be solely responsible for the payment of benefits to such participant and his or her family members under this Plan. A company shall have no liability with respect to the payment of any benefits hereunder to any participant last employed by any other company prior to eligibility under the Plan or his or her family members.

Facility of Payment

If the Plan Administrator deems any person incapable of receiving benefits to which he or she is entitled by reason of minority, illness, infirmity, or other incapacity, it may direct that payment be made directly for the benefit of such person or to any person selected by the Plan Administrator to disburse it, whose receipt shall be complete acquittance therefor. Such payment shall, to the extent thereof, discharge all liability of the Plan Administrator, Plan Sponsor and the company.
Lost Distributees

Any benefit payable hereunder shall be deemed forfeited if, after reasonable efforts, the Plan Administrator is unable to locate the participant to whom payment is due.

QMCSO

In the event the Plan Administrator receives a medical child support order (within the meaning of ERISA Section 609(a)(2)(B)), the Plan Administrator shall notify the affected participant and any alternate recipient identified in the order of the receipt of the order and the Plan’s procedures for determining whether such an order is qualified medical child support order (within the meaning of ERISA Section 609(a)(2)(A)). Within a reasonable period, the Plan Administrator shall determine whether the order is qualified medical child support order and shall notify the participant and alternate recipient of such determination.

Section Titles

Section titles are for convenience only and are not to be considered in interpreting the Plan.

Severability

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

Status of Benefits

Neither the company nor the Plan Administrator makes any commitment or guarantee that any amounts paid to or for the benefit of a participant under this Plan will be excludable from the participant’s gross income for federal, state, or local income tax purposes. It shall be the obligation of each participant to determine whether each payment under this Plan is excludable from the participant’s gross income for federal, state and local income tax purposes and to notify the Plan Administrator or company if the participant has any reason to believe that such payment is not so excludable. Any participant, by accepting a benefit under this Plan, agrees to be liable for any tax that may be imposed with respect to those benefits, plus any interest as may be imposed.

Mothers’ and Newborns’ Health Protection Act (NMHPA)

The Plan may not restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a normal vaginal delivery, or less than 96 hours following a cesarean section, or require that a provider obtain authorization from the Plan or the insurance issuer for prescribing a length of stay not in excess of the above periods. Notwithstanding any provision of this Plan to the contrary, this Plan shall be operated and maintained in a manner consistent with NMHPA.

Women’s Health and Cancer Rights Act

To the extent the Plan provides benefits with respect to mastectomy, it will provide, in the case of an individual who is receiving benefits in connection with a mastectomy and who elects reconstruction in connection with such mastectomy, coverage for all stages of reconstruction of the breast on which a mastectomy was performed, surgery and reconstruction of the other breast to provide a symmetrical appearance, prostheses, and coverage of physical complications at all stages of the mastectomy, including lymphedemas. Medical and surgical benefits to women who have undergone a mastectomy, a surgical
procedure to remove the breast or breast tissue, were expanded under the federal Women’s Health and Cancer Rights Act in 1998. The bill has a provision that requires health plans to provide coverage for certain mastectomy related procedures. As a participant of the Mayo Medical Plan, you receive coverage for all stages of reconstruction of the breast on which the mastectomy was performed, breast prosthesis (artificial substitute), and physical complications of mastectomy including lymphedemas, surgery, and reconstruction of the other breast to produce a symmetrical appearance.
ERISA STATEMENT OF RIGHTS

As a participant in the Plan you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides all Plan Participants, shall be entitled to:

Receive Information about Your Plan and Benefits

1. 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, 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.
2. Obtain, upon written request to the Plan Administrator, copies of all 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 Plan Administrator may apply a reasonable charge for the copies.
3. 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 Plan Coverage

Continue Plan coverage for your eligible family members if there is a loss of coverage under the Plan as a result of a qualifying event. However, you or your eligible family members may have to pay for such coverage. Review this Summary Plan Description and the documents governing the Plan for the rules governing COBRA continuation coverage rights.

Prudent Actions by Plan Fiduciaries

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 the 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 from the Plan, or from exercising your rights under ERISA.

Enforcement of Your Rights

If your claim for a welfare benefit is denied in whole or in part, you have a right to know why, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan 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. 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.

Assistance with Your Questions

If you have any questions about the Plan, contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance obtaining documents from the Plan Administrator, 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 Ave., 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. Live assistance is available Monday through Friday from 8:00 a.m. to 8:00 p.m. Eastern Time by calling 1-866-4-USA-DOL (1-866-487-2365) or TTY 1-877-889-5627.
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Purpose

This section permits the Plan to disclose Protected Health Information (PHI) to the Plan Sponsor to the extent that such PHI is necessary for the Plan Sponsor to carry out its administrative functions related to the Plan. This section reflects the requirements set for in 45 C.F.R. § 164.504(f) of HIPAA and the related regulations promulgated by the U.S. Department of Health and Human Services.

HIPAA Privacy Compliance

Disclosures to Plan Sponsor. In accordance with HIPAA, the Plan may disclose summary health information to the Plan Sponsor as requested by the Plan Sponsor to allow it to modify, amend or terminate the Plan, or obtain premium bids from insurers to provide health insurance coverage under the Plan. The Plan may disclose to the Plan Sponsor information on whether an individual is participating or enrolled in the Plan. In addition, the Plan may disclose protected health information to the Plan Sponsor as necessary to allow the Plan Sponsor to perform plan administration functions, as used within the meaning of the HIPAA privacy regulations, including the following functions:

1. Collection of individual premiums or contributions;
2. Conducting quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination, contacting of health care providers and patients with information about treatment alternatives, and related functions;
3. Reviewing health plan performance;
4. Activities relating to obtaining or renewing health insurance or determining premium pricing for such benefits, or placing a contract for reinsurance of risk relating to such claims;
5. Conducting or arranging for medical review, legal services, and auditing functions, including fraud and abuse detection and compliance programs;
6. Business planning and development of the Plan, such as conducting cost-management and planning-related analyses, including formulary development and administration, development or improvement of methods of payment or coverage policies;
7. Business management and general administrative activities of the Plan;
8. Determination of eligibility of coverage (including coordination of benefits or the determination of cost sharing amounts), and adjudication or subrogation of benefits claims;
9. Billing, claims management, collection activities, obtaining payment under a stop-loss contract, and related health care data processing;
10. Review of health care services with respect to medical necessity, coverage under a health plan, appropriateness of care or justification of charges;
11. Utilization review activities;
12. Disclosure to consumer reporting agencies of any of the following protected health information relating to collections of premiums or reimbursement:
   - Name and address;
   - Date of birth;
   - Social security number;
   - Payment history
   - Account number
   - Name and address of the health care provider and/or health plan;
13. Risk adjusting amounts due to enrollee health status and demographic characteristics.

Access to Medical Information. The following employees or individuals under the control of the Plan Sponsor shall have access to the Plan’s protected health information to be used solely for the purpose described above:

1. Members of the Plan Administrator; and
2. Such other classes of individuals identified by the Plan’s Privacy Officer as necessary for the Plan’s administration.

Plan Sponsor Agreement to Restrictions. The Plan will not disclose protected health information to the Plan Sponsor until the Plan Sponsor has certified to the Plan that it agrees to:

1. Not use or disclose protected health information other than as permitted or required by law or as specified above;
2. Not use or disclose the protected health information in any employment-related decisions or in connection with any other benefit or employee benefit plans;
3. Report to the Plan any use or disclosure of protected health information that is inconsistent with the uses and disclosures permitted by law or specified above of which Company becomes aware;
4. Make protected health information accessible to the subject individual in accordance with 45 CFR § 164.524;
5. Allow the subject individuals to amend or correct their protected health information in accordance with 45 CFR § 164.526;
6. Make available the information to provide an accounting of its disclosures of protected health information in accordance with 45 CFR § 164.528;
7. Make its internal practices, books and records available to the Secretary of Health and Human Services for determining compliance;
8. Return or destroy the protected health information received, if feasible, after it is no longer needed for the original purpose and retain no copies of such information or if not feasible, restrict access and uses as required by 45 CFR § 164.504(f)(2)(ii)(I);
9. Ensure that any agents, including a subcontractor, of the Plan Sponsor to whom the Plan Sponsor provides protected health information shall also agree to these same restrictions;
10. Restrict access to protected health information to those classes of employees or individuals identified above; and
11. Restrict the use of protected health information by those employees identified above for plan administration functions within the meaning at 45 CFR § 164.504(a).

Noncompliance Resolution. In the event of noncompliance with the above restrictions by a designated employee of other individual receiving protected health information on behalf of the Plan Sponsor, the employee or other individual shall be subject to discipline in accordance with the Plan Sponsor’s disciplinary procedures. Complaints or issues of noncompliance by such persons shall be filed with the Plan’s Privacy Official.

HIPAA Security Compliance

Plan Sponsor Obligations. The Plan Sponsor shall do the following:

1. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHY that it creates, maintains, or transmits on behalf of the Plan;
2. Ensure that the adequate separation required by 45 CFR § 164.504(f)(2)(iii) is supported by reasonable and appropriate security measures;
3. 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;

4. Report to the Plan and security incident of which it becomes aware;

5. Make the Plan Sponsor’s internal practices, books, and records relating to security of electronic PHI received from the Plan available to the Secretary of Health and Human Services (or any other officer or employee of the U.S. Department of Health and Human Services to whom the authority involved has been delegated) for purposes of determining compliance by the Plan with the HIPAA security standards.

Exclusions. The provisions of (a) apply to all disclosures of electronic PHI by the Plan to the Plan Sponsor except:

1. Disclosures of summary health information to the Plan Sponsor as reasonably requested by the Plan Sponsor to allow it to modify, amend, or terminate the Plan, or to obtain premium bids from insurers to provide health insurance coverage under the Plan.

2. Disclosures of information on whether an individual is participating or enrolled in the Plan; and

3. Disclosures of information authorized by an individual in accordance with 45 CFR § 164.508.
PROTECTED HEALTH INFORMATION

Introduction

This section describes how medical information about you can be used and disclosed and how you can get access to this information. Please review it carefully.

The Plan is dedicated to maintaining the privacy of your health information. The Plan is required by law to take reasonable steps to ensure the privacy of your personally identifiable health information or Protected Health Information (PHI) and to inform you about:

- The Plan’s uses and disclosures of PHI;
- Your privacy rights with respect to your PHI;
- The Plan’s duties with respect to your PHI;
- Your right to file a complaint with the Plan and to the Secretary of the U.S. Department of Health and Human Services; and
- The person or office to contact for further information about the Plan’s privacy practices.

The term Protected Health Information or PHI includes all individually identifiable health information transmitted or maintained by the Plan, regardless of form (oral, written, electronic). The Plan is required by law to maintain the privacy of PHI and to provide individuals with notice of its legal duties and privacy practices.

The Plan is required to comply with the terms of this notice. However, the Plan reserves the right to change its privacy practices and to apply the changes to all PHI received or maintained by the Plan, including PHI received or maintained prior to the change. If a privacy practice described in this Notice is changed, a revised version of this notice will be provided to all individuals then covered under the Plan for whom the Plan still maintains PHI. The revised notice will be provided by mail or by another method permitted by law.

Any revised version of this notice will be distributed within 60 days of the effective date of any material change to the uses or disclosures, the individual’s rights, the duties of the Plan or other privacy practices stated in this notice.

Please note that the Plan Sponsor obtains summary PHI, enrollment and disenrollment, termination of coverage and specific appeals information from the Plan. Most records containing your PHI are created and retained by the Third Party Administrator for the Plan. In the event that the Plan Sponsor receives PHI, the Plan has been amended to require that the Plan Sponsor only use and disclose PHI received from the Plan for administrative plan purposes as permitted by federal law.

Notice of PHI Uses and Disclosures

Except as otherwise indicated in this notice, uses and disclosures will be made only with your written authorization, subject to your right to revoke such authorization.

A. Required PHI Uses and Disclosures

Upon your request, the Plan is required to give you access to certain PHI in order to inspect and copy it.
Use and disclosure of your PHI may be required by the Secretary of the Department of Health and Human Services to investigate or determine the Plan’s compliance with the privacy regulations.

The Plan also will disclose PHI to the Plan Sponsor for administrative purposes permitted by law and related to treatment, payment or health care operations. The Plan Sponsor has amended its plan documents to protect your PHI as required by federal law.

The Plan contracts with business associates for certain services related to the Plan. PHI about you may be disclosed to the business associates so that they can perform contracted services. To protect your PHI, the business associate is required to appropriately safeguard the health information. The following categories describe the different ways in which the Plan and its business associates may use and disclose your PHI.

B. Uses and disclosures to carry out treatment, payment and health care operations

The Plan and its business associates will use PHI without your consent, authorization, or opportunity to agree or object, to carry out treatment, payment and health care operations.

Treatment is the provision, coordination or management of health care and related services. It also includes but is not limited to consultations and referrals between one or more of your providers. For example, the Plan may disclose to a treating cardiologist the name of your treating physician so that the cardiologist may ask for your lab results from the treating physician.

Payment includes but is not limited to actions to make coverage determinations and payment (including billing, claims management, subrogation, plan reimbursement, reviews for medical necessity and appropriateness of care and utilization review and preauthorizations). For example, the Plan may tell a doctor whether you are eligible for coverage or what percentage of the bill will be paid by the Plan.

Health care operations include but are not limited to quality assessment and improvement, reviewing competence or qualifications of health care professionals, underwriting, premium rating and other insurance activities relating to creating or renewing insurance contracts. It also includes disease management, case management, conducting or arranging for medical review, legal services and auditing functions including fraud and abuse compliance programs, business planning and development, business management and general administrative activities. For example, the Plan may use information about your claims to refer you to a disease management program, project future benefit costs or audit the accuracy of its claims processing functions.

The Plan may also use PHI to contact you to provide appointment reminders or information about treatment alternatives or other health-related benefits and services that may be of interest to you.

C. Authorized uses and disclosures

You must provide the Plan with your written authorization for the types of uses and disclosures that are not identified by this notice or permitted or required by applicable law. In addition, your written authorization generally will be obtained before the Plan will use or disclose psychotherapy notes about you from your mental health professional. Psychotherapy notes are separately filed notes about your conversations with your mental health professional during a counseling session. They do not include summary information about your mental health treatment. The Plan may use and disclose such notes when needed by the Plan to defend against litigation filed by you.

Any authorization you provide to the Plan regarding the use and disclosure of your health information may be revoked at any time in writing. After you revoke your authorization, the Plan will no longer use
or disclose your health information for the reasons described in the authorization, except for the two situations noted below:

- The Plan has taken action in reliance on your authorization before it received your written revocation; and
- You were required to give the Plan your authorization as a condition of obtaining coverage.

**D. Uses and disclosures that require that you be given an opportunity to agree or disagree prior to the use or release**

Disclosure of your PHI to family members, other relatives and your close personal friends is allowed if:

- The information is directly relevant to the family or friend’s involvement with your care or payment for that care; and
- You have either agreed to the disclosure or have been given an opportunity to object and have not objected.

**E. Uses and disclosures for which consent, authorization or opportunity to object is not required**

Use and disclosure of your PHI is allowed without your consent, authorization or request under the following circumstances:

- When required by law.
- When permitted for purposes of public health activities, including when necessary to report product defects, to permit product recalls and to conduct post-marketing surveillance. PHI may also be used or disclosed if you have been exposed to a communicable disease or are at risk of spreading a disease or condition, if authorized by law.
- When authorized by law to report information about abuse, neglect or domestic violence to public authorities if there exists a reasonable belief that you may be a victim of abuse, neglect or domestic violence. In such case, the Plan will promptly inform you that such a disclosure has been or will be made unless that notice would cause a risk of serious harm. For the purpose of reporting child abuse or neglect, it is not necessary to inform the minor that such a disclosure has been or will be made. Disclosure may generally be made to the minor’s parents or other representatives although there may be circumstances under federal or state law when the parents or other representatives may not be given access to the minor’s PHI.
- To a public health oversight agency for oversight activities authorized by law. This includes uses or disclosures in civil, administrative or criminal investigations; inspections; licensure or disciplinary actions (for example, to investigate complaints against providers); and other activities necessary for appropriate oversight of government benefit programs (for example, to investigate Medicare or Medicaid fraud).
- When required for judicial or administrative proceedings. For example, your PHI may be disclosed in response to a subpoena or discovery request provided certain conditions are met. One of those conditions is that satisfactory assurances must be given to the Plan that the requesting party has made a good faith attempt to provide written notice to you, and the notice provided sufficient information about the proceeding to permit you to raise an objection and no objections were raised or were resolved in favor of disclosure by the court or tribunal.
• For law enforcement purposes, including to report certain types of wounds or for the purpose of identifying or locating a suspect, fugitive, material witness or missing person. The Plan may also disclose PHI when disclosing information about an individual who is or is suspected to be a victim of a crime, but only if the individual agrees to the disclosure or the covered entity is unable to obtain the individual’s agreement because of emergency circumstances. Furthermore, the law enforcement official must represent that the information is not intended to be used against the individual, the immediate law enforcement activity would be materially and adversely affected by waiting to obtain the individual’s agreement and disclosure is in the best interest of the individual as determined by the exercise of the Plan’s best judgment.

• When required to be given to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death or other duties as authorized by law. Also, disclosure is permitted to funeral directors, consistent with applicable law, as necessary to carry out their duties with respect to the decedent.

• For research, subject to conditions.

• When consistent with applicable law and standards of ethical conduct if the Plan, in good faith, believes the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is to a person reasonably able to prevent or lessen the threat, including the target of the threat.

• When authorized by and to the extent necessary to comply with workers’ compensation or other similar programs established by law.

**Rights of Individuals**

**A. Right to Request Restrictions on PHI Uses and Disclosures**

You may request that the Plan restrict uses and disclosures of your PHI to carry out treatment, payment or health care operations, or restrict uses and disclosures to family members, relatives, friends or other persons identified by you who are involved in your care or payment for your care. However, the Plan is not required to agree to your request.

The Plan will accommodate reasonable requests to receive communications of PHI by alternative means or at alternative locations as required by law. You or your personal representative will be required to complete a form to request restrictions on uses and disclosures of your PHI. Such requests should be made to the Plan at the address provided at the end of this Notice specifying the requested method of contact or the location where you wish to be contacted.

**B. Right to Inspect and Copy PHI**

You have a right to inspect and obtain a copy of your PHI contained in a designated record set, for as long as the Plan maintains the PHI. **Designated Record Set** includes enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan; or other information used by the Plan entity to make decisions about individuals.

The requested information will be provided within 30 days if the information is maintained on site or within 60 days if the information is maintained offsite. A single 30-day extension is allowed if the Plan is unable to comply with the deadline. You or your personal representative will be required to complete a form to request access to the PHI in your designated record set. Requests for access to PHI should be made to the Plan at the address provided at the end of this Notice.
If access is denied, you or your personal representative will be provided with a written denial setting forth the basis for the denial, a description of how you may exercise review rights and a description of how you may complain to the Secretary of the U.S. Department of Health and Human Services.

**C. Right to Request Confidential Communication**

You have the right to request that we communicate with you about your medical information by alternative means or to alternative locations. You must make your request in writing, and you must state that the information could endanger you if it is not communicated in confidence. We must accommodate your request if it is reasonable, specifies the alternative means or location, and continues to permit us to collect premiums and pay claims under the health plan.

**D. Right to Receive Notice of Unsecured PHI Breach**

You have a right to receive notice following discovery of any “breach” of your unsecured protected health information. This right includes any breach that may occur at one of our Business Associates. In the event a breach occurs, the Notice will include a description of the breach, the steps you should take to protect yourself from potential harm, if any, and what we are doing to investigate the breach, mitigate the harm and to prevent further breaches.

**E. Right to Amend PHI**

You have the right to request the Plan amend your PHI or a record about you in a designated record set for as long as the PHI is maintained in the designated record set.

The Plan has 60 days after the request is made to act on the request. A single 30-day extension is allowed if the Plan is unable to comply with the deadline. If the request is denied in whole or part, the Plan must provide you with a written denial that explains the basis for the denial. You or your personal representative may then submit a written statement disagreeing with the denial and have that statement included with any future disclosures of your PHI. You or your personal representative will be required to complete a form to request amendment of the PHI in your designated record set. Requests for amendment of PHI in a designated record set should be made to the Plan at the address provided at the end of this Notice.

**F. Right to Receive an Accounting of PHI Disclosures**

At your request, the Plan will also provide you with an accounting of disclosures by the Plan of your PHI during the six years prior to the date of your request. However, such accounting need not include PHI disclosures made: (1) to carry out treatment, payment or health care operations; (2) to you about your own PHI; (3) prior to April 14, 2004; or (4) pursuant to your authorization.

If the accounting cannot be provided within 60 days, an additional 30 days is allowed if you are given a written statement of the reasons for the delay and the date by which the accounting will be provided. If you request more than one accounting within a 12-month period, the Plan will charge a reasonable, cost-based fee for each subsequent accounting. You or your personal representative will be required to complete a form to request an accounting. Requests for an accounting should be made to the Plan at the address provided at the end of this Notice.

**G. Fundraising**

The plan does not contact Plan Members to raise funds for the group health plan.


**H. The Right to Receive a Paper Copy of This Notice upon Request**

To obtain a paper copy of this Notice at any time contact the Plan Administrator. The Notice is also posted on the Plan Sponsor’s intranet site. Even if you have agreed to receive this Notice electronically, you are still entitled to a paper copy of this Notice.

**I. A Note about Personal Representatives**

You may exercise your rights through a personal representative. Your personal representative will be required to produce evidence of his/her authority to act on your behalf before that person will be given access to your PHI or allowed to take any action for you. Proof of such authority may take one of the following forms:

- A power of attorney for health care purposes, notarized by a notary public;
- A court order of appointment of the person as the conservator or guardian of the individual;
- or
- An individual who is the parent of a minor child.

The Plan retains discretion to deny access to your PHI to a personal representative to provide protection to those vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect. This also applies to personal representatives of minors.

**Your Right to File a Complaint with the Plan or the HHS Secretary**

If you believe that your privacy rights have been violated, you may complain to the Plan in care of the Plan Administrator. You may file a complaint with the Secretary of the U.S. Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue S.W., Washington, D.C. 20201. The Plan will not retaliate against you for filing a complaint.

**Whom to Contact at the Plan for More Information**

If you have any questions regarding this Notice or the subjects addressed in it, you may contact the Plan Administrator.

**Conclusion**

PHI use and disclosure by the Plan is regulated by a federal law known as HIPAA (the Health Insurance Portability and Accountability Act). You may find these rules at 45 Code of Federal Regulations Parts 160 and 164. This Notice attempts to summarize the regulations. The regulations will supersede any discrepancy between the information in this Notice and the regulations.

If you wish to exercise one or more of the rights listed in this Notice, contact the Plan Administrator.
The following information applies to this Plan.

<table>
<thead>
<tr>
<th>Name of Plan:</th>
<th>Mayo Clinic Retiree Health Reimbursement Arrangement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective Date:</td>
<td>January 1, 2015</td>
</tr>
<tr>
<td>Name, address, and telephone number of the Plan Sponsor and Plan Administrator:</td>
<td>Mayo Clinic 200 First Street SW Rochester, MN 55905 (507) 266-0440</td>
</tr>
<tr>
<td>The Plan Administrator has the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and the SPD issued in connection with the Plan. The Plan Administrator may delegate one or more of its responsibilities to one or more individuals or committees.</td>
<td></td>
</tr>
<tr>
<td>Agent for Service of Legal Process:</td>
<td>Mayo Clinic 200 First Street SW Rochester, MN 55905 (507) 266-0440 c/o William A. Brown, Assistant Treasurer</td>
</tr>
<tr>
<td>Sponsor’s federal tax identification number:</td>
<td>41-6011702</td>
</tr>
<tr>
<td>Plan Number:</td>
<td>524</td>
</tr>
<tr>
<td>Plan Year:</td>
<td>January 1 – December 31</td>
</tr>
<tr>
<td>Third Party Administrator:</td>
<td>OneExchange by Towers Watson Health Reimbursement Account P O Box 3039 Omaha, NE 68103-3039 Fax: (402) 231-4310 <a href="http://www.medicare.oneexchange.com/mayo">www.medicare.oneexchange.com/mayo</a></td>
</tr>
<tr>
<td>Claims Submission Agent:</td>
<td>OneExchange Health Reimbursement Account P.O. Box 981155 El Paso, TX 79998-1155 Fax: 855-321-2605</td>
</tr>
</tbody>
</table>

All reimbursement forms, and supporting documentation, must be provided to the Claims Submission Agent. Forms should not be mailed to the Third Party Administrator.
### Employers Participating in the Health Reimbursement Arrangement

<table>
<thead>
<tr>
<th>Employer Name</th>
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<tbody>
<tr>
<td>Charterhouse</td>
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<tr>
<td>Franklin Heating Station</td>
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<tr>
<td>Gold Cross Ambulance Services</td>
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<td>Mayo Clinic</td>
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<td>Mayo Clinic Arizona</td>
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<td>Mayo Clinic Florida</td>
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<td>Mayo Clinic Health Solutions</td>
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<td>Mayo Clinic Health System-Decorah Clinic Physicians</td>
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<tr>
<td>Mayo Clinic Health System-Lake City Medical Center</td>
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<td>Mayo Clinic Hospital-Rochester</td>
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<tr>
<td>Mayo Clinic Jacksonville</td>
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<tr>
<td>Mayo Collaborative Services</td>
</tr>
<tr>
<td>Mayo Foundation for Medical Education and Research</td>
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<tr>
<td>Rochester Airport Company</td>
</tr>
</tbody>
</table>
GLOSSARY

Appeal
A request for the plan to review a decision or a grievance again.

Affiliate
Any entity which, with the Plan Sponsor, is a member of a controlled group of corporations, a group of trades or businesses under common control, an affiliated service group, or a group of corporations otherwise required to be aggregated, as provided in Code Sections 414(b), (c), (m) and (o), respectively.

Benefit Credit
The amount credited to a participant’s HRA Account for the provision of benefits under the Plan.

COBRA
The Consolidated Omnibus Reconciliation Act of 1985, as amended from time to time.

Code
The Internal Revenue Code of 1986, as amended from time to time.

Claim Submission Agent
The Claim Submission Agent’s responsibilities typically consist of initially determining the validity of claims and administering benefit payments under the Plan.

Company
The Plan Sponsor and such of its affiliates who have adopted the Plan.

Continuous Service
Period of unbroken service from hire date to termination date with the employer or an affiliated company by an employee who is classified as a regular employee and is scheduled to work at least half-time (.5 FTE).

Coverage Year
The time period, not to exceed twelve (12) months, from the effective date of the Plan to the anniversary date. All subsequent coverage years shall begin on the anniversary date and consist of a period of not more than twelve (12) months. The Plan coverage year is January 1 through December 31.

Dependent
The spouse of an eligible retiree who is a dependent of the eligible retiree within the meaning of Code Section 152, determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof.

EBSA
Employee Benefits Security Administration (EBSA) formerly known as Pension and Welfare Benefits Administration.

Eligible Family Member
Your eligible family member who qualifies under this Plan in accordance with the requirements specified below:
- A spouse

Employer
Mayo Clinic and any subsidiary or affiliated entities recognized by Mayo Clinic as eligible to participate and that agree to participate in the Plan. In this document employer shall mean the participating employers listed in the Plan Administrative Information section.

ERISA
Employee Retirement Income Security Act of 1974, as amended from time to time.

Expenses Incurred
When the service or the supply is provided.

Health Care Expense
An expense incurred by a participant or by an eligible dependent, for medical care as defined in Code Section 213(d) and the rules, regulations and Internal Revenue Service interpretations thereunder, including premiums for health care insurance coverage and premiums for long-term care insurance coverage. Health Care Expenses shall not include expenses reimbursed or reimbursable under any private, employer-provided, or public health care reimbursement or insurance arrangement or any amount claimed as a deduction on the federal income tax return of the participant or the participant’s dependent. In addition, and notwithstanding anything herein to the contrary, effective with respect to expenses incurred with respect to Plan years beginning after December 31, 2010, Health Care Expenses shall include an expense incurred for a medicine or drug only if such medicine or drug is a prescribed drug (without regard to whether such medicine or drug is available without a prescription) or is insulin. Health Care Expenses are incurred when the medical care is provided, not when the participant is formally billed, charged for, or pays the expense.

Heath Reimbursement Arrangement (HRA) Account
The hypothetical account established for a participant to hold his or her benefit credits.

HIPAA
Health Insurance Portability and Accountability Act of 1996, as amended from time to time.

Medicare
Title XVIII of the Social Security Act, as amended from time to time.

Plan
The Health Reimbursement Arrangement, that may be amended from time to time.

Plan Administrator
The Plan Administrator is the Plan Sponsor. The Plan Administrator retains ultimate authority for the Plan including final appeal determinations and is the named fiduciary for purposes of ERISA.

Plan Participant
An eligible retiree and dependent whose enrollment form has been accepted, coverage is in force, and whose coverage has not terminated. This includes a former employee or dependent who is otherwise entitled to coverage and properly enrolled under any of the Plan options. May be referred to as you/your.

Plan Sponsor
Mayo Clinic is the Plan Sponsor.

Plan Year
The period from the effective date through the next following December 31. Thereafter, Plan Year means the 12 month period commencing on each January 1.

Protected Health Information (PHI)
Protected health information as described in 45 C.F.R. § 164.103, and generally includes individually identifiable health information held by or on behalf of the Plan.

Provider
Any entity with which the Plan Sponsor or Plan Administrator has entered into a contract for the purpose of processing claims under the Plan or otherwise administering benefits under the Plan.

Spouse
An individual who is legally married to an eligible employee under the law of the domestic state or foreign jurisdiction having legal authority to sanction the marriage.

Towers Watson
The Claims Submission Agent for the Mayo Clinic Health Reimbursement Arrangement retained by the Plan Administrator and Plan Sponsor. The actual responsibilities of Towers Watson are described in a contract between the Plan Administrator, Plan Sponsor, and Towers Watson.