SCL HEALTH

ASSOCIATE HEALTH BENEFIT PLAN

Effective January 1, 2022

(except as otherwise provided herein)

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ARTICLE I
ESTABLISHMENT AND INTERPRETATION OF THE PLAN

1.1 History. Sisters of Charity of Leavenworth Health System (the "Sponsoring Employer") originally adopted the Sisters of Charity of Leavenworth Health System Health Benefits Plan (the "Plan"), effective January 1, 2007. Previously, the Sponsoring Employer operated a single plan by the same name, which included medical, dental and vision benefits.

The Plan was amended and restated, effective January 1, 2016, and renamed the SCL Health Associate Health Benefit Plan, which document evidenced the election of the Plan Administrator pursuant to Code Section 410(d)(1) and ERISA Section 4(b)(2) that the Plan be subject to ERISA effective as of January 1, 2016 as if ERISA did not contain an exclusion for church plans.

The Plan is hereby restated effective January 1, 2022 (except as otherwise expressly stated herein).

1.2 Purpose and Intent. The purpose of the Plan is to provide to Participants and Dependents certain welfare benefits described herein. Notwithstanding the number and types of benefits incorporated hereunder, the Plan is, and shall be treated as, a single welfare benefit plan to the extent permitted under ERISA. This Plan is intended to meet all applicable requirements of the Code and ERISA, as well as rulings and regulations issued or promulgated thereunder. Nothing in this Plan shall be construed as requiring compliance with Code or ERISA provisions that do not otherwise apply.

1.3 Definitions. When used herein, the following words shall have the following meanings unless the context clearly indicates otherwise:

(a) "**Administrator**" means the Senior Vice President, Chief Human Resources Officer, of the Sponsoring Employer, or the person from time to time performing such function.

(b) **"Claims and Appeals Committee"** means the Claims and Appeals Committee under the Plan, the members of which are appointed from time to time by the Administrator.

(c) **"Code"** means the Internal Revenue Code of 1986, as amended from time to time, and any subsequent Internal Revenue Code. References to any section of the Code shall be deemed to include similar sections of the Code as renumbered or amended.

(d) **"Dependent"** means an eligible dependent as provided under a Welfare Program.

(e) **"Employee"** means any person providing services to any Employer as a common law employee, including a common law employee who is on a Leave of Absence from an Employer. "Employee" does not include any individual, regardless of whether such individual is later determined by a court or any governmental agency to

be, or to have been, a common law employee of an Employer: (1) who performs services for an Employer pursuant to a leasing agreement between an Employer and a third-party; (2) who performs services for an Employer and is working in a classification described by the Employer as independent contractor; (3) who performs services for an Employer pursuant to a contract or agreement which provides that the individual is an independent contractor or consultant; or (4) who is classified by an Employer as an intern or volunteer. Directors of any Employer shall not be deemed " Employees" solely because of such directorship.

(f) **"Employer"** means the Sponsoring Employer and any employer affiliated with the Sponsoring Employer whose participation in the Plan has been approved by the Senior Vice President, Chief Human Resources Officer, of the Sponsoring Employer. The participating employers are listed on Appendix A, which may change from time to time to reflect new participating employers or withdrawing participating employers.

(g) **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended, and regulations issued thereunder. References to any section of ERISA shall be deemed to include similar sections of ERISA as renumbered or amended.

(h) **"ERISA Plan Administrator"** means the Sponsoring Employer.

(i) **"Former Employee"** means any person formerly employed by an Employer as an Employee.

(j) **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, as amended.

(k) **"Leave of Absence"** means a personal leave, medical leave, or military leave, as approved by an Employer.

(l) **"Other Plan"** means: (1) any group, franchise, hospital or medical service, insurance policy or plan or other arrangement (whether pre-paid or not) providing the same or similar types of benefits as are provided under the Plan arranged through any employer, trustee, union, employee benefit association or other association; (2) any arrangement providing the same benefits as are provided under the Plan under governmental programs, and any benefits required or provided by any statute; or (3) any arrangement providing the same benefits as are provided under Title XVIII of the Social Security Act as amended (Medicare).

(m) **"Participant"** means any Employee or Former Employee who satisfies the requirements of Article II of the Plan, has chosen to participate in the Plan (if participation is voluntary), and whose participation has not terminated in accordance with Section 2.4. The term "Participant" shall also include any former Dependent who is entitled to elect, and so elects, continuation coverage on his or her own behalf.

(n) **"Participant Contributions"** means any pre-tax or after-tax contributions required to be paid by a Participant under any Welfare Program.

(o) **"Plan"** means the SCL Health Associate Health Benefit Plan, as set forth herein, and each Welfare Program incorporated hereunder by reference, as may be amended from time to time. For purposes of ERISA reporting requirements, the plan number of the Plan is 521.

(p) **"Plan Year"** means the twelve (12) month period beginning each January 1 and ending on the following December 31.

(q) **"Rescission" or "Rescind"** means a cancellation or discontinuance of coverage under a Welfare Program that is a group health plan subject to 29 CFR Section 2590.715-2712 that has a retroactive effect. "Rescission" does not include: (1) the cancellation or discontinuance of coverage that has only a prospective effect; (2) the retroactive cancellation or discontinuance of coverage to the extent it is attributable to a failure to timely pay required premiums or contributions toward the cost of coverage; or (3) such other events or circumstances determined not to be a "rescission" under the Affordable Care Act and guidance thereunder.

(r) **"Sponsoring Employer"** means the Sisters of Charity of Leavenworth Health System, or any successor entity by merger, consolidation, purchase, or otherwise, unless such successor entity elects not to adopt the Plan.

(s) **"Welfare Program"** means a written arrangement that is: (1) offered by an Employer and (2) the written terms of which are incorporated into this Plan by identification on Appendix B hereto. With respect to any benefit or arrangement that is underwritten by insurance, the insurance policy or contract and, if applicable, separate benefits eligibility document, shall constitute its written terms and be incorporated herein. With respect to any other benefit or arrangement, only the formal plan document (which may also serve as the summary plan description) designated as such shall constitute its written terms and be incorporated herein.

1.4 Interpretation. In the event that the provisions of any Welfare Program or any document, communication or representation, whether in writing or oral, conflict with or contradict the provisions of this document, the provisions of this document shall control.

ARTICLE II
ELIGIBILITY AND PARTICIPATION

2.1 Participation. An Employee or Former Employee shall be eligible to participate in the Plan only if and to the extent the Employee or Former Employee is eligible with respect to a particular benefit in question under a Welfare Program specified in Appendix B. The Welfare Programs also designate those Dependents, if any, of a Participant eligible to receive benefits from the Plan and set forth the criteria for their becoming covered thereunder.

Notwithstanding anything herein or in any Welfare Program to the contrary, any Employee who participates in the SCL Health Pay in Lieu of Benefits Program shall not be eligible to participate in any Welfare Program hereunder, other than the SCL Health Employee Assistance Program.

2.2 Eligibility. In accordance with procedures established by the Administrator or its delegate, in the event it is discovered, through internal audit or otherwise, that eligibility criteria are not met by a Participant or Dependent, or proof of satisfaction of such criteria is not timely provided by the Participant or Dependent, coverage of such Participant or Dependent may be cancelled prospectively or retroactively, as determined by the Administrator; provided that coverage under a group health plan subject to 29 CFR Section 2590.715-2712 may be cancelled retroactively only if Rescinded under Section 2.4. Any such coverage which has been cancelled may be reinstated only during an annual enrollment period or as applicable under any

grace period established by the Administrator or its delegate if proof of satisfaction of eligibility criteria has been provided.

2.3 Enrollment. The Administrator may establish procedures consistent with the Welfare Programs for the enrollment of Employees or Former Employees, or their Dependents, or both, under the Plan. The Administrator may prescribe enrollment forms, including electronic equivalencies, that must be completed by a prescribed deadline prior to commencement or continuation of coverage under the Plan.

2.4 Termination of Participation. A Participant will cease being a Participant in the Plan and coverage under this Plan for the Participant and his or her Dependents shall terminate in accordance with the provisions of the Welfare Programs. Notwithstanding anything herein or in any Welfare Program to the contrary, coverage under any Welfare Program that is a group health plan subject to 29 CFR Section 2590.715-2712 may be Rescinded by the Administrator only upon at least thirty (30) days' written notice in the event the Participant or Dependent performs an act, practice or omission that constitutes fraud, makes an intentional misrepresentation of material fact relating to the Plan, or engages in such other actions as provided in the Affordable Care Act and guidance thereunder.

Notwithstanding anything herein or in any applicable Welfare Plan to the contrary, an Employee who is entitled to severance benefits under the SCL Health Executive Severance Plan may continue to participate in the SCL Health Medical Plan, the SCL Health Dental Plan and the SCL Health Vision Plan as provided in such SCL Health Executive Severance Plan.

ARTICLE III
FUNDING AND BENEFITS

3.1 Determination of Funding Needs. On behalf of each Employer, the Administrator shall annually for each Plan Year, or more often if necessary, determine the costs to fund the various benefits provided by the Plan, including the cost of each level of benefit available under the Plan, for example, employee-only or employee+dependent coverage. Once made, contributions may be used for any Plan purposes. Except to the extent required by any provision of an applicable trust, if any, nothing herein requires contributions to be segregated or dedicated for the use of any particular Welfare Program, including the Welfare Program for which the contribution was made.

3.2 Contributions.

(a) Each Employer shall make contributions in such amounts and at such times as the Sponsoring Employer shall from time to time direct. The Sponsoring Employer may determine what portion of the cost of each Welfare Program will be paid by an Employer and what portion will be paid by an Employer's Participants and Dependents, which may vary among classes and subclasses of Participants and Dependents, to the extent permitted by law. Notwithstanding the preceding, the Mother House of the Sisters of Charity of Leavenworth, the University of Saint Mary, Mount St. Vincent Home, Inc. and Cristo Rey Kansas City shall, once the overall costs are determined by the Administrator, determine what portion of the cost of each Welfare Program will be paid by such Employer and what portion will be paid by such Employer's Participants and Dependents, which may vary among classes and subclasses of such Participants and Dependents, to the extent permitted by law.

(b) Such contributions, once made, shall be paid to each insurance company issuing a contract under a Welfare Program, used to pay benefits directly in case of benefits under a self-insured Welfare Program, or used to pay expenses relating to the Plan or a Welfare Program. Except as expressly required by the written terms of a Welfare Program, nothing herein shall require an Employer to contribute to any Welfare Program.

3.3 Dividends and Rebates. In the event that any insurer under any insured Welfare Program pays dividends, rebates or similar items based upon favorable experience under the Welfare Program, the Administrator in its discretion may refund part or all of such amount to the Employers and/or Employees as determined by the Administrator or may direct that part or all of such amount be applied as a credit against future employer contributions and/or employee contributions in such proportion as may be determined by the Administrator.

3.4 Funding. The Sponsoring Employer or any Employer may, but shall have no obligation to, fund benefits under the Plan through a trust. For benefits funded through a trust, the Administrator shall establish a funding policy and method consistent with the objectives of the Plan and the requirements of ERISA. Once made to any such trust, however, contributions shall be held in accordance with the terms of such trust as in effect from time to time. No Employee, Former Employee, Participant or Dependent shall have any right to, or interest in, the assets of any Employer or any funding vehicle. The Sponsoring Employer and, to the extent permitted by the Sponsoring Employer, any Employer, may, but shall have no obligation to, reinsure or purchase stop loss coverage with respect to any Welfare Program under this Plan.

3.5 Insurance Policies. The Sponsoring Employer may elect to purchase insurance with respect to any Welfare Program and may select and replace carriers from time to time, such decisions to be treated as Plan amendments subject to the rights and limitations set forth in Section 7.1 of the Plan. To the extent insurance is purchased with respect to any Welfare Program, any such benefits shall be the sole responsibility of the insurer, and neither the Sponsoring Employer, any Employer, nor the Plan, shall have responsibility for the payment of such benefits (except for refunding any Participant Contributions that were not remitted to the insurer).

3.6 Benefits. Each Employer, with the approval of the Administrator, may from time to time choose to offer some or all of the Welfare Programs available under the Plan to its eligible Employees. To the extent an Employer declines to offer all of the Welfare Programs offered under the Plan, the Welfare Programs not offered by the Employer will be identified on Appendix C hereto, which Appendix C may be modified from time to time by the Administrator. Benefits shall be paid solely in the form and amount specified in the relevant Welfare Program and pursuant to the terms of such Welfare Program.

3.7 Nondiscrimination. The CIGNA out-of-area medical plans shall be designated as a separate plan for purposes of nondiscrimination testing under Code Section 105(h). Such designation may be modified from time to time by the Administrator.

ARTICLE IV
ADMINISTRATION AND FIDUCIARY PROVISIONS

4.1 ERISA Plan Administrator. The ERISA Plan Administrator shall be the plan administrator for purposes of ERISA Section 3(16)(A) and 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 as

otherwise set forth herein and except to the extent such obligations and responsibilities are delegated to the Administrator or other person or entity. The ERISA Plan Administrator shall be the designated agent for service of legal process with respect to the Plan.

4.2 Duties of Administrator. The Administrator shall be the "named fiduciary" of the Plan, as defined in ERISA Section 402(a)(2). The administration of the Plan is under the supervision of the Administrator. It is the principal duty of the Administrator to see that the Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in the Plan without discriminating among them. The Administrator has full power to administer the Plan in all of its details, subject to applicable requirements of law. For this purpose and except as otherwise provided in a Welfare Program, the Administrator's powers include, but are not limited to, the following authority:

(a) The Administrator shall have the sole discretion and authority to control and manage the operation and administration of the Plan.

(b) Except to the extent reserved to an insurer under a Welfare Program, the Administrator shall have complete discretion to interpret the provisions of the Plan, make findings of fact, correct errors, supply omissions, and determine the benefits payable under a Welfare Program. All decisions and interpretations of the 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.

(c) The Administrator shall have all other powers necessary or desirable to administer the Plan, including, but not limited to, the following:

(1) To prescribe procedures to be followed by Participants in making elections under the Plan and in filing claims under the Plan;

(2) To prepare and distribute information explaining the Plan to Participants;

(3) To receive from Participants and Dependents such information as shall be necessary for the proper administration of the Plan;

(4) To keep records of elections, claims, and disbursements for claims under the Plan, and any other information required by ERISA and the Code;

(5) To appoint individuals or committees to assist in the administration of the Plan and to engage any other agents as it deems advisable;

(6) To accept, modify or reject Participant elections under the Plan;

(7) To promulgate election forms and claims forms to be used by Participants, which may be electronic in nature;

(8) To determine and enforce any limits on benefit elections hereunder;

(9) To take such action as may be necessary to cause payroll deduction or reduction of any Participant Contributions required hereunder;

(10) 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 Administrator deems appropriate, including suspensions or recoupment of, or offsets against, future payments due that Participant or Dependent; and

(11) Such other duties or powers as provided in a Welfare Program.

4.3 Reliance on Tables, etc. In administering the Plan, the Administrator is entitled to the extent permitted by law, to rely on all tables, valuations, certificates, opinions and reports which are furnished by accountants, counsel or other experts employed or engaged by the Administrator.

4.4 Administrator Bonding and Expenses. The Administrator shall serve without bond (except as otherwise required by federal law) and without compensation for services as such; but all expenses of the Administrator shall be paid from Plan assets, if such expenses are not paid by the Sponsoring Employer or other Employer.

4.5 Information to be Supplied by Employer. Each Employer shall provide the Administrator or its delegates (including any claims administrator) with such information as it shall from time to time need in the discharge of its duties. The Administrator (or its delegates, including any claims administrator) may rely conclusively on the information certified to it by an Employer.

4.6 HIPAA Privacy Compliance. The provisions of this Section 4.6 shall only apply with respect to any Welfare Program providing health benefits subject to the HIPAA privacy standards, and only to the extent such privacy standards govern such health benefits.

(a) **Disclosures to Sponsoring Employer.** In accordance with HIPAA, the Plan may disclose summary health information to the Sponsoring Employer as requested by the Sponsoring Employer 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 Sponsoring Employer information on whether an individual is participating or enrolled in the Plan. In addition, the Plan may disclose protected health information to the Sponsoring Employer as necessary to allow the Sponsoring Employer 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 or coverage (including coordination of benefits or the determination of cost sharing amounts), and adjudication or subrogation of benefit 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 collection of premiums or reimbursement:

(A) Name and address;
(B) Date of birth;
(C) Social security number;
(D) Payment history;
(E) Account number;
(F) Name and address of the health care provider and/or health plan; and

(13) Risk adjusting amounts due to enrollee health status and demographic characteristics.

(b) **Access to Medical Information.** The following employees or individuals under the control of the Sponsoring Employer shall have access to the Plan's protected health information to be used solely for the purposes described above:

(1) System Office Human Resources employees;

(2) Administrator;

(3) Members of the Claims and Appeals Committee;

(4) Legal, finance and information systems personnel to the extent they perform functions with respect to the Plan; and

(5) Such other classes of individuals identified by the Plan's Privacy Officer as necessary for the Plan's administration.

(c) **Sponsoring Employer Agreement to Restrictions.** The Plan will not disclose protected health information to the Sponsoring Employer until the Sponsoring Employer 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 plan;

(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 Sponsoring Employer 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 Sponsoring Employer to whom the Sponsoring Employer 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).

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

(e) **Privacy Officer**. The Privacy Officer shall be appointed and removed from time to time in the sole discretion of the Administrator.

(f) **Definitions.** Any term used in this Section 4.6 shall have the meaning set forth in the HIPAA privacy standards.

4.7 HIPAA Security Compliance. The provisions of this Section 4.7 shall only apply with respect to any Welfare Program providing health benefits subject to the HIPAA security standards and only to the extent such security standards govern such health benefits.

(a) **Sponsoring Employer Obligations.** The Sponsoring Employer shall do the following:

(1) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Plan;

(2) 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 protected health information agrees to implement reasonable and appropriate security measures to protect the information;

(4) Report to the Plan any security incident of which it becomes aware;

(5) Make the Sponsoring Employer's internal practices, books, and records relating to security of electronic protected health information 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.

(b) **Exclusions.** The provisions of (a) apply to all disclosures of electronic protected health information by the Plan to the Sponsoring Employer except:

(1) Disclosures of summary health information to the Sponsoring Employer as reasonably requested by the Sponsoring Employer 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.

(c) **Security Officer.** The Security Officer shall be appointed and removed from time to time in the sole discretion of the Administrator.

(d) **Definitions.** Any term used in this Section 4.7 shall have the meaning set forth in the HIPAA security standards.

4.8 Release of Information. By accepting benefits under the Plan, the Participant agrees that the Plan (including administrators on behalf of the Plan) may obtain claims information, medical records, and other information necessary for the Plan to determine eligibility, consider a request for pre-authorization or a right to any benefits under the Plan, or to process a claim for benefits.

4.9 Indemnification. To the fullest extent permitted by law, the Employers, jointly and severally, shall indemnify and hold harmless the Administrator and/or members of the Claims and Appeals Committee, and any persons to whom the Administrator has allocated or delegated any of its responsibilities in accordance with the provisions hereof from and against all claims, losses, damages, expense, and liability (including all expenses reasonably incurred in such person's defense, in case the Employers fail to provide such defense) 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. To the extent any other indemnification contained in the Employer's articles of incorporation or other corporate documents is broader than the indemnification set forth herein, such indemnification shall prevail over the indemnification provided in this paragraph.

ARTICLE V
CLAIMS PROCEDURES

5.1 Claim Procedures - Benefits. Any claim for benefits under a Welfare Program and related appeals shall be handled in accordance with the terms of the applicable Welfare Program.

5.2 Claim Procedures - Eligibility or Enrollment.

(a) If any employee, former employee or beneficiary of the Employer ("claimant") believes he or she has been denied the right to enroll or eligibility under the Plan or any Welfare Program, the claimant may file a request for review of such determination in writing with the Claims and Appeals Committee or its delegate. The Claims and Appeals Committee or its delegate shall review the request and render its determination within ninety (90) days from the date the request is filed, unless an extension of time for processing the request is required by the Claims and Appeals Committee or its delegate. If such an extension is required, written notice of the extension shall be furnished to the claimant within the initial ninety (90)-day period. The notice shall indicate the reasons for the extension and the date by which the Claims and Appeals Committee or its delegate expects to make a determination on the request. If a request for an eligibility or enrollment determination is partially or fully denied, the determination of the Claims and Appeals Committee or its delegate shall state the reason for the denial. The decision of the Claims and Appeals Committee shall be final and binding upon the claimant and any person claiming eligibility under the Plan or any Welfare Program on behalf of or through the claimant.

(b) A request for a determination as to eligibility or enrollment under the Plan or any Welfare Program must be made within one (1) year of the date the claimant would have first become a Participant in the Plan if such claimant was eligible for such participation.

5.3 Internal Claims Procedures - Rescission.

(a) In the event coverage of a Participant or Dependent ("claimant") is Rescinded, the Claims and Appeals Committee or its delegate shall provide written notice to the claimant at least thirty (30) days prior to such Rescission. The notice shall set forth the specific reason for the Rescission, a description of the Plan's appeal procedures and the time limits applicable to such procedures, including the claimant's right to bring a court action with respect to the decision.

(b) A claimant may request an internal review of the Rescission by the Claims and Appeals Committee by making written request therefore within one hundred eighty (180) days of receipt of the notice of Rescission. The Claims and Appeals Committee shall render its decision within sixty (60) days after receipt of the application for internal review.

5.4 External Claims Procedures - Rescission.

(a) A claimant who receives an internal adverse benefit determination under Section 5.3 may file a request with the Claims and Appeals Committee for an external review of the Plan's determination provided such request is made within four (4) four months after the date of the final internal adverse benefit determination. Within five (5) business days following receipt of such a request, the Claims and Appeals Committee will complete a preliminary review of the request. Within one (1) business day after completion of the preliminary review, the Claims and Appeals Committee must issue a notification in writing to the claimant. If the request is complete but not eligible for external review, such notification must include the reasons for its ineligibility. If the request is not complete, the notification must allow a claimant to perfect the request for external review within the four (4)-month filing period or within the forty-eight (48)-hour period following the receipt of the notification, whichever is later.

(b) The Claims and Appeals Committee will assign an independent review organization ("IRO") to conduct the external review. The IRO will review all of the information and documents timely received. In reaching a decision, the assigned IRO will review the claim de novo and not be bound by any decisions or conclusions reached during the Plan's internal claims and appeals process. The assigned IRO must provide written notice to the claimant and Plan of the final external review decision within forty-five (45) days after the IRO receives the request for external review.

(c) In applying Sections 5.3 and 5.4 claims will be processed in the manner allowed or required by the Affordable Care Act and guidance thereunder. Additionally, time periods applicable to claimants under Sections 5.3 and 5.4 will be extended through the date that is sixty (60) days after the announced end of the National Emergency related to the COVID-19 outbreak, to the extent provided in the Joint Notice, dated May 4, 2020 (85 Fed. Reg. 26351).

5.5 Limitations. A claimant shall have no right to bring any action at law or in equity regarding an eligibility or enrollment determination, rescission determination or a claim for benefits under the Plan, unless and until he or she exhausts his or her rights to review under this Article V in accordance with the time-frames set forth herein or under the review provisions of the applicable Welfare Program. No action at law or in equity shall be brought for eligibility or enrollment in the Plan, a rescission determination, or to recover benefits under the Plan later than one (1) year from the date of the final adverse benefit determination of the Participant's or Beneficiary's appeal of the denial of his or her eligibility or enrollment, rescission or claim for benefits. Notwithstanding the foregoing, if a Welfare Program contains an applicable statute of

limitations with respect to a claim for benefits under the Welfare Program, that statute of limitations is controlling.

ARTICLE VI
COORDINATION OF BENEFITS WITH OTHER PLANS, SUBROGATION

6.1 Coordination of Benefits. The coordination of benefits hereunder with benefits under Other Plans in order to avoid the payment of multiple benefits shall be as provided in the applicable Welfare Program. If not otherwise provided in a Welfare Program, amounts to which a Participant is entitled with respect to health, sickness or disability benefits shall be reduced by the amount payable under such Other Plan. Notwithstanding this Section 6.1, the rights of each Participant are subrogated as provided in Section 6.2.

6.2 Subrogation. Subject to the provisions of the Welfare Programs, the Plan shall be subrogated, to the extent of benefits paid or payable by this Plan, to any monies (*i.e.,* "first dollar" monies) paid or payable by any Other Plan or person by reason of the injury or sickness which occasioned or would occasion the payment of benefits by this Plan, whether or not those monies are sufficient to make whole the Participant to whom or on whose behalf this Plan made its payments or to whom or on whose behalf this Plan's payments are payable. The Plan shall not be responsible for any costs or expenses, including attorneys' fees, incurred by or on behalf of a Participant in connection with any efforts to recover monies from any Other Plan, unless this Plan agrees in writing to pay a portion of those expenses. The characterization of any amounts paid to or on behalf of a Participant, whether under a settlement agreement or otherwise, shall not affect this Plan's right to subrogation and to claim, pursuant to such right, all or a portion of such payment.

These subrogation provisions shall not be construed to prevent the Plan, in its sole discretion, from obtaining full satisfaction of its subrogation lien from the Participant (or, in the Plan's sole discretion) any other person who received payment on behalf of the Participant (such as a parent or guardian) by, for example, apportioning liability for satisfaction of the subrogation lien among the Participant and any other person, such as the Participant's legal counsel.

Subject to the provisions of the Welfare Programs, this Plan shall also be subrogated to the extent of benefits paid under this Plan to any claim a Participant may have against any Other Plan or person for the injury or sickness that occasioned the payment of benefits under this Plan. Upon written notification to the Participant, this Plan may (but shall not be required to) collect the claim directly from the Other Plan or person in any manner this Plan chooses without the Participant's consent. This Plan shall apply any monies collected from the Other Plan or person to payments made under this Plan and to any reasonable costs and expenses (including attorneys' fees) incurred by this Plan in connection with the collection of the claim up to the amount of the award or settlement. Any balance remaining shall be paid to the Participant as soon as administratively practical. The Administrator may, within its sole discretion, apportion the monies such that this Plan receives less than full reimbursement.

6.3 Duty of Cooperation; Right to Obtain and Release Information. The Administrator may, from time to time, require a Participant to take action, give information and assistance, and execute documents required to enforce this Plan's rights under this Article. The Plan may, without the consent of or notice to any person, release to or obtain from any person any information, with respect to any person, which the Administrator deems necessary to implement this Article.

ARTICLE VII
AMENDMENT AND TERMINATION OF THE PLAN

7.1 Amendment. The Sponsoring Employer reserves the right at any time and from time to time to amend any or all of the provisions of the Plan or any Welfare Program, or to terminate any Welfare Program and/or Employer contributions thereunder, for any reason and without consent of any person, provided that the payment of claims that are incurred at the time of any such amendment shall not be adversely affected, as follows:

(a) The Board of Directors of the Sponsoring Employer, in its sole discretion, may amend or modify the Plan, in whole or in part, at any time. The Board of Directors of the Sponsoring Employer shall have exclusive authority to amend the Plan to the extent such amendment constitutes a material change in the benefits design or philosophy of the Sponsoring Employer or results in a material increase in costs to the Sponsoring Employer.

(b) The President/Chief Executive Officer of the Sponsoring Employer, in his or her sole discretion, may amend or modify the Plan to the extent such amendment or modification would not constitute a material change in the benefits design or philosophy of the Sponsoring Employer or result in a material increase in costs to the Sponsoring Employer; provided, however, that the President/Chief Executive Officer of the Sponsoring Employer shall make any Plan amendment reasonably requested by the Mother House of the Sisters of Charity of Leavenworth, the University of Saint Mary, Mount St. Vincent Home, Inc. or Cristo Rey Kansas City solely with respect to its Participants, to the extent such amendment is permitted by law, does not result in adverse tax consequences and is administratively practicable. In determining whether an amendment constitutes a material change or would result in a material cost increase for purposes of this subsection (b), the determination of the President/Chief Executive Officer will be binding on the Sponsoring Employer and the Plan.

(c) The Senior Vice President, Chief Human Resources Officer, of the Sponsoring Employer, or the person from time to time performing such function, may amend or modify the Plan at any time to the extent such amendment or modification is routine, required by law or where circumstances make it impracticable for action by the President/Chief Executive Officer of the Sponsoring Employer. In addition, the Senior Vice President, Chief Human Resources Officer, of the Sponsoring Employer, or the person from time to time performing such function, may waive or otherwise modify the eligibility provisions, deductible and copayment requirements, or similar provisions, of any Welfare Program in connection with an acquisition or similar corporate transaction, to the extent such waiver or modification is consistent with the terms of the acquisition agreement and would not result in a material increase in costs to the Sponsoring Employer. Such waiver or modification shall be reflected in Appendix D attached hereto.

7.2 Termination. The Plan may be terminated at any time by the Board of Directors of the Sponsoring Employer upon the date of its due authorization.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Action by the Sponsoring Employer. Any action to be taken by the Sponsoring Employer hereunder, to the extent not otherwise provided, may be taken by action of the Sponsoring Employer's duly authorized officers.

8.2 Election to Withdraw by Employer. An Employer hereunder (other than the Sponsoring Employer) who wishes to withdraw from this Plan must deliver written notice of such withdrawal to the Senior Vice President, Chief Human Resources Officer, of the Sponsoring Employer at least 31 days prior to the date the withdrawal is to be effective, unless such notice period is waived in writing by the Senior Vice President, Chief Human Resources Offices. A withdrawal may take place only with the approval of the Senior Vice President, Chief Human Resources Officer, of the Sponsoring Employer, and may only be effective as of the last day of a calendar year, unless otherwise agreed to by the Senior Vice President, Chief Human Resources Officer. Additionally, the Senior Vice President, Chief Human Resources Office, of the Sponsoring Employer may withdraw consent to the participation of any Employer at any time on reasonable notice to such Employer. In the event such a withdrawal occurs, benefits will be paid in accordance with the terms of the Plan for claims incurred by Participants of the withdrawing Employer prior to the date of withdrawal from this Plan.

8.3 Exclusive Benefit. This Plan has been established for the exclusive benefit of Participants and Dependents and, except as otherwise provided herein, all contributions under the Plan may be used only for such purpose.

8.4 Fiduciary Duties and Responsibilities. Each Plan fiduciary shall discharge his or her duties with respect to the Plan solely in the interests of the Participants and their Dependents, for the exclusive purpose of providing benefits to such individuals and defraying reasonable expense of administering the Plan, and in accordance with the terms of the Plan. Each fiduciary, in carrying out such duties, shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in exercising such authority. A fiduciary may serve in more than one fiduciary capacity. Unless otherwise provided in ERISA Section 405, a named fiduciary shall not be liable for any act or omission of any other party to the extent that: (a) such responsibility was properly allocated to such other party as a named fiduciary, or (b) such other party has been properly designated to carry out such responsibility pursuant to the procedures set forth above.

8.5 Nonalienation of Benefits. Except as otherwise provided herein, in a Welfare Program, or in a qualified medical child support order (within the meaning of ERISA Section 609), no benefit, right or interest of any Participant or Dependent under the Plan shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, including any liability which for, or subject to, the debts, liabilities or other obligations of such person, except as otherwise required by law; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge, garnish, execute or levy upon, or otherwise dispose of any right to benefits payable hereunder, shall be void.

8.6 Limitation of Rights. Nothing contained herein shall operate or be construed to give any person any legal or equitable right against the Sponsoring Employer or any Employer, except as expressly provided herein or required by law, or create a contract of

employment between an Employer and any Employee, obligate any Employer to continue the service of any Employee or affect or modify the terms of the Employee's employment in any way.

8.7 Tax Consequences. Neither the Company, nor any Employer, represents or guarantees that any particular federal or state income, payroll, personal property, Social Security or other tax consequences will result from participation in this Plan. A Participant should consult with professional tax advisors to determine the tax consequences of participation.

8.8 Missing Participants. If, after reasonable efforts, the Administrator is unable to locate any Participant or Dependent whose benefits under the Plan, including the written terms of any Welfare Program listed from time to time on Appendix B, have become distributable, such benefits shall be forfeited one year after the date such benefits first become distributable; provided, however, that, with respect any benefit or arrangement that is underwritten by insurance, the terms of the insurance policy shall control to the extent such terms are inconsistent with this Section 8.8.

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

8.10 Gender and Number. Except when the context indicates to the contrary, when used herein, masculine terms shall be deemed to include the feminine and feminine terms shall be deemed to include the masculine, and terms in the singular shall be deemed to include the plural, and the plural the singular.

8.11 Headings. The headings of Articles and Sections are included solely for convenience of reference, and if there is any conflict between such headings and the text of this Plan, the text shall control.

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

8.13 Governing Law. The Plan shall be construed and enforced according to the laws of the State of Colorado other than its laws respecting choice of law, to the extent not preempted by federal law.

Executed this 15th day of March 2022, but effective as of January 1, 2022 (except as otherwise expressly stated herein).

SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM

By: 

Tamara Saunaitis,
Senior Vice President, CHRO

APPENDIX A

PARTICIPATING EMPLOYERS

As of January 1, 2022

Brighton Community Hospital Association (d/b/a Platte Valley Medical Center)
Caritas Clinics, Inc.
Holy Rosary Healthcare
Marian Clinic, Inc.
Mount St. Vincent Home, Inc.
Platte Valley Medical Group, LLC
SCL Front Range Home Health, LLC
SCL Health-Front Range, Inc.
SCL Health Medical Group - Billings, LLC
SCL Health Medical Group - Butte, LLC
SCL Health Medical Group - Denver, LLC
SCL Health Medical Group - Grand Junction, LLC
SCL Health Medical Group Miles City
SCL Health - Montana
St. James Healthcare
St. Mary's Hospital and Medical Center, Inc.
Mother House of the Sisters of Charity of Leavenworth, Kansas
University of Saint Mary
Cristo Rey Kansas City, a Sisters of Charity of Leavenworth High School

APPENDIX B

WELFARE PROGRAMS

As of January 1, 2022

The following Welfare Programs shall be treated as comprising the Plan pursuant to Section 1.3(r):

- SCL Health Medical Plan (including the integrated Health Reimbursement Arrangement) (Self-Insured)
    - Kaiser EPO Plan Colorado Front Range
    - CIGNA CDHP Plan
    - CIGNA PPO Plan
- SCL Health Dental Plan (Self-Insured)
    - Delta Dental Core Plan
    - Delta Dental Choice PPO Plan
- SCL Health Vision Plan (insured)
    - EyeMed Vision Plan
- SCL Health Employee Assistance Program (Insured)
- Mount Saint Vincent Medical Plan (Insured)
    - Kaiser HMO
    - Kaiser DHMO
- KICF Pooled Employee Health Insurance Program (Blue Cross Blue Shield Kansas policy) (with respect to the Mother House, Cristo Rey Kansas City, and the University of Saint Mary only) (For the 2019 Plan Year only)

APPENDIX C

WELFARE PROGRAMS DECLINED

As of January 1, 2022

Employer	Welfare Programs Declined
Mother House of the Sisters of Charity of Leavenworth, Kansas	Medical Plan
University of Saint Mary	Medical Plan
Cristo Rey Kansas City, a Sisters of Charity of Leavenworth High School	Medical Plan Employee Assistance Program
All Employers Other than Mount Saint Vincent Home	Mount Saint Vincent Medical Plan

APPENDIX D

SPECIAL PROVISIONS

As of January 1, 2022