

**FIFTH AMENDMENT
TO THE
TRINITY HEALTH CORPORATION WELFARE BENEFIT PLAN**

Background Information

- A. Trinity Health Corporation (“Trinity Health”) previously adopted and maintains the Trinity Health Corporation Welfare Benefit Plan (“Plan”) for the colleagues of Trinity Health and certain of its affiliates, and their eligible dependents and beneficiaries.
- B. Section 7.1 of the Plan authorizes the person appointed as Administrator, currently the Senior Vice President, Total Rewards, to amend the Plan in accordance with the Materiality Thresholds and Authorization Limits set forth in the Trinity Health Corporation Table of Authority for Welfare Benefit Plans, as amended from time to time.
- C. In accordance with her delegated authority, the Administrator desires to amend the claims procedures in the Plan relating to disability determinations to comply with the final regulations issued by the Department of Labor, effective as of April 1, 2018.

Fifth Amendment to the Plan

The Plan is hereby amended as follows, effective as of April 1, 2018:

- 1. Section 6.13.A. of the Plan, “Definitions,” is hereby amended by adding the following new subsection 7. to read as follows:
 - “7. Disability Claim. A Claim for disability benefits under a disability Benefit program or a determination as to whether an individual is disabled for purposes of the Plan or a Program under the Plan.”
- 2. Section 6.13.B.5., “Claims Denial Notification,” is hereby amended in its entirety to read as follows:
 - “5. For a denial of Medical Benefit Claims, any information regarding an internal rule, guideline, protocol or other similar criterion that was relied upon in making the adverse determination and either the specific information or a statement indicating that a copy of the information will be provided free of charge upon request. For a denial of Disability Claims, either the specific internal rules, guidelines, protocols, standards or other similar criteria that were relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria do not exist;”
- 3. Section 6.13.B.6., “Claims Denial Notification,” is hereby amended by changing “disability Claims” in the first clause to “Disability Claims.”
- 4. Section 6.13.B., “Claims Denial Notification,” is hereby amended by deleting “and” at the end of subsection 8., deleting the period at the end of subsection 9. and replacing it with “; and” and adding the following new subsections:
 - “10. For a denial of Disability Claims, a discussion of the decision, including an explanation of the basis for disagreeing with or not following:

- a. The views presented by the Claimant to the Plan of health care professionals treating the Claimant and vocational professionals who evaluated the Claimant;
 - b. The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a Claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
 - c. A disability determination regarding the Claimant presented by the Claimant to the Plan made by the Social Security Administration; and
11. For a denial of Disability Claims, a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the Claimant's claim for benefits."
5. Section 6.13.C.4., "Deemed Denial," is hereby amended by adding the following new sentences to the end thereof:

"In addition, if notification, as described above, is not given within the applicable time period or the Plan fails to strictly adhere to all of the requirements in Department of Labor Regulations Section 2560.503-1 applicable to Disability Claims, the Claimant is deemed to have exhausted the administrative remedies available under the Plan with respect to the Disability Claim and, except as provided in Department of Labor Regulations Section 2560.503-1(I)(2)(ii), is entitled to pursue any available remedies under ERISA Section 502(a)."
6. Section 6.13.D., "Appeal," is hereby amended by changing all references to "disability Claims" to "Disability Claims," deleting "and" at the end of subsection 6., deleting the period at the end of subsection 7. and replacing it with "; and" and adding the following new subsection 8:

"8. Provide for a review with respect to a Disability Claim that takes into account all comments, documents, records and other information submitted by the Claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination."
7. Section 6.13.F.4., "Claim Denial Notification on Appeal," is hereby amended by adding the following new provision to the end thereof:

"with respect Disability Claims, the adverse benefit determination notice will also include a description of any applicable contractual limitations period that applies to the Claimant's right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim;"

8. Section 6.13.F., "Claim Denial Notification on Appeal," is hereby further amended by deleting "and disability Claims" from subsections 5. and 6., deleting "and" at the end of subsection 5., deleting the period at the end of subsection 6. and replacing it with "; and" and adding the following new subsections:

"7. For denied Disability Claims on appeal, a discussion of the decision, including an explanation of the basis for disagreeing with or not following:

a. The views presented by the Claimant to the Plan of health care professionals treating the Claimant and vocational professionals who evaluated the Claimant;

b. The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a Claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and

c. A disability determination regarding the Claimant presented by the Claimant to the Plan made by the Social Security Administration;

8. For denied Disability Claims on appeal, either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria do not exist; and

9. For denied Disability Claims on appeal, if the denial is based on medical necessity, experimental or investigational treatment or a similar exclusion or limit, the notice shall include either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical condition, or a statement that such explanation will be provided free of charge upon request."

9. The last paragraph of Section 6.13.F., "Claim Denial Notification on Appeal," is hereby amended in its entirety to read as follows:

"In addition to the above, with respect to a Medical Benefit Claim or Disability Claim, the Committee must provide a Claimant, free of charge, any new or additional evidence considered, relied upon, or generated by the Committee (or at the direction of the Committee) in connection with the Claim appeal. Any such evidence will be provided as soon as possible and sufficiently in advance of the date on which the Committee's notice of its decision on a Participant's or beneficiary's Medical Benefit Claim or Disability Claim appeal must be provided so that the Claimant has a reasonable opportunity to respond prior to that date. In addition, if the Committee's Medical Benefit Claim or Disability Claim appeal decision is based on a new or additional rationale from the initial Claim decision, the Claimant will be provided, free of charge, with the rationale as soon as possible and sufficiently in advance of the date on which the Committee's notice of its decision on the Participant's or beneficiary's Medical Benefit Claim or Disability Claim appeal must be provided so that the Claimant has a reasonable opportunity to respond prior to that date."

10. All other terms and provisions of the Plan shall remain unchanged.

TRINITY HEALTH CORPORATION

By:  _____

Jeanette Franck

Title: Senior Vice President, Total Rewards

Date: 3/27/18