UTAH STATE UNIVERSITY
RETIREMENT HEALTHCARE SAVINGS PLAN

THIS SUMMARY TOGETHER WITH THE PLAN DOCUMENT, ADOPTION AGREEMENT AND THE PROSPECTUS FOR EACH OF THE FUNDS OFFERED IN THIS PLAN PROVIDE IMPORTANT DISCLOSURE ABOUT THIS PLAN. ALL OF THESE DOCUMENTS ARE AVAILABLE IN THE HUMAN RESOURCES OFFICE. YOU SHOULD READ THEM CAREFULLY BEFORE YOU ELECT TO PARTICIPATE IN THE PLAN.

Employer/Sponsor: Utah State University, 8800 Old Main Hill, Logan, UT 84322, 435-797-0216.

Employer Identification Number ("EIN"): 87-6000528

Funding Vehicle: Utah State University Retirement Healthcare Savings Plan Trust**,** dated October 23, 2009

Plan Administrator: Utah State University

Agent for Service of Legal Process: Director of Human Resources on behalf of the Plan Administrator.

I. Introduction

The Utah State University Retirement Healthcare Savings Plan (the "Plan") is established by a governmental employer defined in Code § 414(d) to provide Qualified Medical Care benefits to certain Employees and/or Retirees of Employer. This Plan is not subject to ERISA. This Summary Plan Description ("SPD") is intended to provide you with a general description of the material terms of the Plan written in non-technical terms. It does not describe in detail every aspect of the Plan and is not the official Plan. The Plan, which consists of the Plan Document and the Adoption Agreement, is the only official statement of the benefits, rights, and features provided by this Plan. If there is any conflict between the terms of this SPD and those of the Plan, the Plan Document will control.

II. Am I Eligible to Participate in the Plan?

A. VOLUNTARY AFTER-TAX EMPLOYEE CONTRIBUTIONS:

1. Except for the categories of Employees listed in paragraph A.2 below, all Employees who are benefit-eligible may become Members in the Plan by making voluntary contributions to their Accounts from their after-tax salary.
2. The following Employees are not eligible for membership in the Plan:

   Employees working pursuant to a collective bargaining agreement, postdoctoral research associates and appointees, students, and clinical fellows.

The money in your Account that comes from your contributions will be vested immediately, but will not become available to you until you are entitled to Benefits under the rules of the Plan (see Section V below).

III. When Will I Begin Participating in the Plan?

A. The date that you will actually begin participation is the Entry Date. The Entry Date will be the first administratively practicable day of the month after you make an initial after-tax contribution to the Plan.

B. If you are a Participant and have incurred a Break in Service during which you terminate employment, you will be eligible to participate in the Plan on the first Entry Date following your reemployment.

IV. What Rules Govern the Contributions Under the Plan?

A. **Employee Contributions:** Subject to any minimum requirements that are in effect under the administrative rules of the Trust, which may change from time to time, there is no limit to the amount you may contribute to your Account. You must complete a salary deduction agreement in order to have Employee Contributions made on your behalf.

B. You can advise the trustee holding the plan assets to invest your Employee Contributions to your Account in one or more of the underlying investment options in accordance with the administrative rules of the Trust. The trustee will endeavor to follow your instructions but is not legally bound to do so.

C. In accordance with the administrative rules of the Trust, and subject to your salary deduction agreement, you may change the amount of your Employee Contributions or choose not to have any Employee Contributions made to your Account.

V. When May I Begin to Receive Benefits and When Will My Benefits End?

A. Your Account will become available to you, according to the rules described below, as long as the Plan exists, you are entitled to receive Benefits, and your Account has not been forfeited. Once all of the funds in your Account have been paid, whether in payment of Qualified Medical Expenses, upon termination of the Plan, or upon forfeiture of the Account, you will no longer be entitled to any further benefits.

B. **Entitlement to Receive Benefits.** As long as the following conditions are true, your claim for payment of a Qualified Medical Expense will be considered:

   1. You or your Dependent ("Dependent" includes your spouse) has incurred a Qualified Medical Care expense, **and**

   2. You are a Retiree or are no longer an Employee of Employer (there may be exceptions for certain catastrophic protection).

C. **Plan Rules.** The Plan requires you to follow the rules of the Plan Administrator when submitting a request for Benefits; otherwise, your request may be denied. You need to move money to the TIAA-CREF Money Market fund to cover payment of your claims for qualified healthcare expense.

D. **Court Orders.** The Plan authorizes the Plan Administrator to make disbursements from a Member's Account pursuant to a court order in marital separation or dissolution or child custody proceedings to the extent the disbursements under the order are consistent with the terms of the Plan.

E. **Benefits paid to a Domestic Partner.** Benefits under this Plan will be available to Domestic Partners to the same extent available under Employer's basic medical plan, in which case the term "Domestic Partner" shall have the same definition as under the basic medical plan. A Domestic Partner covered under this Plan shall have the same rights to payments as a Dependent. See Article VII paragraphs D and E below for information about the tax treatment of Benefits paid to Domestic Partners.

F. **Loss of Dependent Status.** It is your duty to notify the Plan Administrator, or anyone else your Plan Administrator tells you to, of any loss of qualifying dependent status of any person classified as your Dependent under the Plan.

G. **Forfeiture of your Account. The money in your Account may be forfeited if any of the following occurs:**

1. **You die before becoming entitled to receive Benefits or you die without Dependents (see subsection H. below); or**
2. **You cannot be located. (Keep your address current with the Plan Administrator at all times); or**

H. **In the event of your death**—

1. <u>If you died without Dependents</u>, Benefits would be payable only for claims arising on or before the date of your death. **After those claims were paid, your remaining Account balance would be forfeited.**
2. <u>If you had Dependents and died before you were entitled to receive Benefits</u>, your Dependents would immediately become entitled to Benefits from funds in your Account attributable to Employee Contributions.
3. <u>If you had Dependents and died after you were entitled to receive Benefits</u>, all of the money in your Account that came from your Employee contributions would continue to be available to your surviving spouse or Dependents named in your Agreement.

VI. What Are the Federal Tax Consequences of Contributions and Payments Under the Plan?

A. Your Employee Contributions are made on an after-tax basis only.

B. Any growth in your accumulation attributable to investment earnings or credited interest is not subject to taxation.

C. Generally, all amounts paid to you for Qualified Medical Expenses from the Plan will not be taxed to you; however, payments made to reimburse or pay for the Qualified Medical Expense of your Domestic Partner, if any, will be taxable to the Domestic Partner. Consult with your Employer's payroll department to find out how they inform a Domestic Partner of his/her tax liability for payments received from the Plan.

D. The retirement healthcare plan cannot be rolled over or transferred to another employer's plan or a retirement healthcare plan another employer may offer.

E. You should consult your tax advisor for further information about the federal and state tax treatment of the contributions and payments under the Plan.

VII. What are qualified Healthcare expenses?

A. Qualified healthcare expenses are IRC section 213(d) expenses. Healthcare expenses such as co pays, deductibles, prescription drugs and other out-of-pocket related costs including premiums on a health insurance policy are all considered qualified expenses. These also include:

1. Hospital and surgical expenses, physical therapy, psychotherapy, dental care, weight control programs, eye exams and eyeglasses, special equipment and hearing aids.
2. Premiums for Medicare supplement plans, long-term care insurance and Medicare Parts B and D.

B. Please refer to IRS Publication 502 for a complete list of eligible expenses.

VIII. How Do I File a Claim When Benefits are Denied?

A. Claims can only be paid from the TIAA-CREF Money Market Account. If claims are submitted for reimbursement when there is an insufficient balance in that account, the claim will not be paid. **Participants should transfer sufficient funds to the TIAA-CREF Money Market Fund prior to submitting a claim or using a debit card related to this program.**

B. If a request for a benefit is denied, you or your beneficiary can file a claim in writing with the plan administrator or with a Claim Administrator named by the funding vehicle, whichever is appropriate. The claim should explain the reasons that you are entitled to the benefit. The plan administrator/claim administrator has the unfettered discretionary authority to conduct an investigation and to determine the merits of the claim.

C. If the claim is fully or partially denied, the plan administrator/claim administrator will provide you or your beneficiary with a written explanation within a reasonable amount of time stating:

1. the reason for the denial; and
2. any additional information that would be needed to grant the claim.

D. If the claim is denied, you or your beneficiary may appeal the denial and request a review by the plan administrator within 60 days.

E. If the claim is denied on appeal, you have the right to commence action under applicable state laws.

F. As soon as reasonably practicable following your appeal, the plan administrator will render its final decision in writing to you stating specific reasons for its decision.

IX. Where are my contributions held?

Your contributions are held in a trust which has been set up exclusively for the purpose of funding this plan. The trust is organized under the laws of the State of Utah. The earnings of the trust are tax exempt under Section 115 of the Internal Revenue Code.

X. How are costs and trust surplus resulting from forfeitures and other items allocated?

A. The following costs and fees are paid by the Employer directly: Trustee fees, Plan implementation Fee, and Annual Account/Third Party administration Fees.

B. Forfeitures may be used to reduce future University Contributions, pay for Plan administrative costs, or be shared among other plan participants.

C. The Plan Sponsor will determine the timing and the amount of the trust surpluses resulting from forfeitures and other items that will be allocated to Participants.

XI. How is the Plan Administered?

A. The Plan Administrator has the authority to manage the operation of the Plan. Factual determinations and interpretations of the Plan provisions by the Plan Administrator shall be final and binding on all Members and their Dependents.

B. The Plan Administrator may delegate responsibilities of managing the Plan to other people or entities. Any such delegation will be in writing.

C. The Plan Administrator may adopt rules and procedures to administer the Plan.

D. Plan expenses and fees may be paid from Plan assets subject to the terms of the Trust. Fees that are related to the administration of your individual Account may be assessed against your Account.

E. While this Plan was adopted with the expectation that it would continue indefinitely, the Employer has no obligation to maintain it for any length of time and may discontinue contributions, amend, or terminate it at any time.

F. Your accumulation under the Plan is not subject to the claims of your creditors or your Dependents' creditors. You and your Dependent(s) may not have the right to sell, assign, transfer, or otherwise convey the right to receive any payments or any interest under the Plan.

G. Nothing in this Plan should be considered as giving you any right to continued employment.

H. This Plan was drafted to comply with the provisions of the Internal Revenue Code and will be interpreted in a manner consistent with applicable sections of the Internal Revenue Code.

I. If you have any questions about this Plan, you should contact the Plan Administrator at the following:
Executive Director for Human Resources, 8800 Old Main Hill, Logan, UT 84322, 435-797-0216.

XII. What other Relationships exist between the Parties to this Agreement?

A. Teachers Insurance and Annuity Association of American ("TIAA") is the third party administrator and record keeper of the Plan.

B. TIAA-CREF and the Employer have a relationship with ConnectYourCare to administer all claims under this agreement. The fees to ConnectYourCare are paid as described in Section X above.