

**YALE  
HEALTH CARE  
REIMBURSEMENT ACCOUNT PROGRAM  
(Restated 2005)**

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ARTICLE I  
INTRODUCTION

1.1. Name of Program. This document, made and entered into by Yale University (the "University"), for the exclusive benefit of eligible employees of the University, amends and restates the terms of the Yale Health Care Reimbursement Account Program (Restated 2003) and incorporates the First Amendment made thereto and shall be known hereafter as the "Yale Health Care Reimbursement Account Program (Restated 2005)," referred to herein as the "Program."

1.2. Program Document. The Program is established under and is a part of the Yale University Welfare and Fringe Benefits Plan (the "Plan"). This document evidences the provisions of the Program, including the types and amounts of benefits and any other conditions or limitations regarding enrollment, coverage and benefits, pursuant to which reimbursement of certain health expenses are provided to eligible Covered Participants and its provisions are incorporated in the Plan.

1.3. Purpose of Program. The purpose of the Program is to enable eligible Covered Participants to receive reimbursement for certain health expenses subject to the terms, conditions, and limitations set forth herein. It is intended that the Program qualify as an accident and health plan within the meaning of Code Section 105(e) and that the benefits payable under the Program be eligible for exclusion from gross income under Code Section 105(b).

1.4. Effective Date of 2005 Restated Program. The effective date of this amended and restated Program shall be January 1, 2005. The terms of the Program shall apply to individuals employed by the University on or after that date unless otherwise specified in the Program and the rights and benefits, if any, of employees or participants whose employment with the University terminated prior to January 1, 2005 shall be determined in accordance with the provisions of the Program then in effect unless otherwise provided herein.

ARTICLE II  
DEFINITIONS

The Definitions set forth in the Yale University Welfare and Fringe Benefits Plan shall have the same meaning for purposes of the Program except as provided in this Article II or elsewhere in the Program unless a different meaning is clearly required by the context. Additional terms shall have the meaning as provided in this Article II.

2.1. Coverage Level. "Coverage Level" shall mean the amount, not to exceed the Program Benefit Limitation, that a Covered Participant elects to have credited to his or her Health Care Reimbursement Account for a Coverage Period pursuant to Section 3.2.

2.2. Coverage Option. "Coverage Option" shall mean a coverage option offered under the Program that a Covered Participant elects for a Coverage Period pursuant to Section 3.2. Effective as of the 2005 Coverage Period, the Coverage Options offered under the Program are the General Purpose Reimbursement Account and the HSA-Compatible Reimbursement Account. The Coverage Option(s) as determined by the University, in its sole discretion, for each Coverage Period thereafter shall be reflected in the Enrollment Election provided to Covered Participants and shall be incorporated in the Program by this reference.

2.3. Dependent. "Dependent" shall mean (i) a spouse (or a common-law spouse if satisfactory proof of such status, as determined by the University, is submitted to the University prior to enrollment in the Program) of the Covered Participant or (ii) a dependent of the Covered Participant as defined in Code Section 152.

2.4. Effective Date. "Effective Date" means, for this amended and restated Program, January 1, 2005. The Program was adopted originally by the University on February 6, 1982.

2.5. Eligible Employee. "Eligible Employee" means any Employee who is (i) a faculty member or a post-doctoral associate who regularly works 50% or more of the required full-time workload or (ii) a staff member who regularly works 20 hours or more per week. The term shall not include any post-doctoral fellow or any individual whose employment is incidental to his or her educational or training program.

2.6. Enrollment Election "Enrollment Election" means the enrollment election forms prescribed by the University pursuant to which an Eligible Employee for each Coverage Period (i) elects enrollment under the Program, (ii) elects his or her Coverage Option, (iii) elects his or her Coverage Level, and (iv) agrees to pay his or her Participant Contributions, in such manner as determined under Plan Section 2.17, either by completing a Salary Reduction Agreement or by remitting his or her Participant Contributions directly to the University.

2.7. Flexible Benefits Program. "Flexible Benefits Program" shall mean the Yale University Flexible Benefits Program for Faculty and Staff Employees as amended from time to time.

2.8. Grace Period. "Grace Period" shall mean the period ending on the fifteenth day of the third calendar month (i.e., the 2-1/2 month period) following each Coverage Period.

2.9. Health Care Expenses. "Health Care Expenses" shall mean expenses incurred by a Covered Participant or his or her Dependent for medical care (as defined in Code Section 213, including amounts paid for hospital bills, doctor and dental bills, prescription drugs, health insurance deductibles, co-payments) and non-prescription drugs (as defined in Revenue Ruling 2003-102). For purposes of the Program, however, the following medical care expenses are not considered "Health Care Expenses" even if they otherwise constitute "medical care" under Code Section 213(d):

(a) Expenses incurred for qualified long term care services (as defined in Code Section 7702B(c)); and

(b) Expenses incurred for the payment of premiums under a health insurance plan.

A Health Care Expense is "incurred" when the Covered Participant or his or her Dependent is furnished the medical care or services giving rise to the Health Care Expense regardless of when the expense is paid. The Plan Administrator shall determine, in its sole discretion, whether an expense is a Health Care Expense and such determination shall be binding and conclusive on all Participants and for all purposes of the Program.

2.10. Health Care Reimbursement Account. "Health Care Reimbursement Account" shall mean the account described in Article IV.

2.11. Open Enrollment Period. "Open Enrollment Period" means the period during which an Eligible Employee may submit an Enrollment Election as further defined in Section 2.6 of the Flexible Benefits Plan.

2.12. Plan. "Plan" shall mean the Yale University Welfare and Fringe Benefits Plan of which this Program is a part, as amended from time to time.

2.13. Program. "Program" shall mean the Yale Health Care Reimbursement Account Program (Restated 2005) as set forth herein, as amended from time to time.

2.14. Program Benefit Limitation. "Program Benefit Limitation" shall mean the minimum and maximum Coverage Level an Eligible Employee may elect to have credited to his or her Health Care Reimbursement Account for the Coverage Period. For each Coverage Period or at such other times as the University may determine, the Program Benefit Limitation as determined by the University, in its sole discretion, shall be reflected in the Enrollment Elections provided to Covered Participants and shall be incorporated in the Program by this reference.

2.15. Qualifying Health Care Expenses. "Qualifying Health Care Expenses" shall mean Health Care Expenses incurred by a Covered Participant or his or her Dependent during (i) a Coverage Period and (ii) the Grace Period following such Coverage Period. Notwithstanding the foregoing, Qualifying Health Care Expenses shall not include:

(a) Health Care Expenses for which reimbursement is not applied for by the end of the run-out period(s) described in Section 6.1.

(b) Health Care Expenses which have been or will be reimbursed or paid through insurance or otherwise (other than under the Program).

(c) Health Care Expenses incurred during period(s) when enrollment in the Program is not in effect, i.e., enrollment is suspended or terminated during a Coverage Period.

(d) Health Care Expenses incurred by a Covered Participant or a former Covered Participant during a Grace Period following a Coverage Period if he or she was not a Covered Participant on the last day of such Coverage Period.

(e) In the case of the HSA-Compatible Reimbursement Account Coverage Option, any Health Care Expenses other than health care expenses for vision, dental and, as described in IRS Notice 2004-23, preventive care.

(f) In the case of the General Purpose Reimbursement Account Coverage Option, Health Care Expenses incurred during the Grace Period following the 2005 Coverage Period if such Health Care Expenses are incurred by a Covered Participant (or his or her Dependents) while enrolled in the University's high deductible health plan (as defined in Code Section 223(c)(2)(A)).

2.16. Special Enrollment Election. "Special Enrollment Election" means an Enrollment Election described in Section 4.4. of the Flexible Benefits Plan.

ARTICLE III  
ENROLLMENT

3.1. Enrollment in Program. An Eligible Employee may elect enrollment in the Program during an Open Enrollment Period or may elect enrollment in the Program during a Special Enrollment Period for a Coverage Period. Upon enrollment, an Eligible Employee shall become a Covered Participant under the Program for the Coverage Period. For subsequent Coverage Periods, if a Covered Participant fails to return a completed Enrollment Election, he or she shall be deemed to have waived enrollment in the Program unless the Covered Participant is eligible to make a late enrollment election under Section 4.2(c) of the Flexible Benefits Program, in which case such late enrollment election shall govern. An Eligible Employee may submit an Enrollment Election and a Covered Participant may terminate an existing Enrollment Election during a Coverage Period if permitted under Section 4.3 of the Flexible Benefits Program.

3.2. Enrollment Elections. A Covered Participant shall elect a Coverage Option and Coverage Level for the Coverage Period or the remainder of the Coverage Period at the time of enrollment. For subsequent Coverage Periods, if a Covered Participant fails to elect a Coverage Level or Coverage Option, he or she shall be deemed to have waived enrollment unless the Covered Participant is eligible to make a late enrollment election under Section 4.2(c) of the Flexible Benefits Program, in which case such late enrollment election shall govern. A Covered Participant may change his or her Coverage Option and/or Coverage Level during a Coverage Period if permitted under Section 4.3 of the Flexible Benefits Program.

3.3. Leaves of Absence. A Covered Participant who takes a paid Leave of Absence shall be treated in the same manner as if he or she was actively employed by the University for purposes of the Program. A Covered Participant who takes an unpaid Leave of Absence may continue enrollment in the Program during such Leave or may change or terminate enrollment as provided under Section 3.2 of the Flexible Benefits Program. If a Covered Participant's enrollment in the Program is reinstated during the Coverage Period in which the Leave begins pursuant to Section 3.2 of the Flexible Benefits Program, (i) his or her Participant Contributions shall resume at the rate in effect immediately before his or her Leave began, (ii) the Coverage Option in effect immediately before his or her Leave began shall be reinstated, and (iii) the Coverage Level in effect immediately before his or her Leave began shall be reduced to reflect Participant Contributions not made during the suspension period unless the Covered Participant elects to make up such missing Participant Contributions.

3.4. Suspension of Enrollment. If a Covered Participant's enrollment in the Program is suspended pursuant to Section 3.3 above or under Section 3.3 of the Flexible Benefits Program, his or her enrollment in the Program shall be suspended and shall terminate at the end of the Coverage Period in which the suspension occurs unless active participation is reinstated earlier. If a Covered Participant's enrollment in the Program is reinstated during the Coverage Period in which the suspension begins pursuant to Section 3.3 of the Flexible Benefits Program, (i) his or her Participant Contributions shall resume at the rate in effect before his or her suspension began, (ii) the Coverage Option in effect immediately before his or her suspension began shall be reinstated, and (iii) the Coverage Level in effect immediately before his or her suspension shall be reduced to reflect Participant Contributions not made during the suspension period unless the Covered Participant elects to make up such missing Participant Contributions.

3.5. Termination of Enrollment. A Covered Participant's enrollment in the Program shall terminate in accordance with Section 4.9 of the Flexible Benefits Program. If a Covered Participant's enrollment in the Program is reinstated during a Coverage Period in which a Severance occurs pursuant to Section 3.4 of the Flexible Benefits Program, (i) his or her Participant Contributions shall resume at the rate in effect before his or her Severance, (ii) the Coverage Option in effect immediately before his or her Severance shall be reinstated, and (iii) the Coverage Level in effect immediately before his or her Severance shall be reduced to reflect Participant Contributions not made during the severance period unless the Covered Participant elects to make up such missing Participant Contributions.

3.6. Extended Enrollment. A Covered Participant may extend his or her enrollment in the Program as follows:

(a) A Covered Participant who is Qualified Beneficiary (as defined in the Yale Health Program) whose enrollment would otherwise terminate under the Program may elect Continuation Coverage, under procedures established by the University, upon the occurrence of a Qualifying Event (as defined in the Yale Health Program) in accordance with the provisions of and subject to the limitations of the Continuation Coverage provisions set forth in the Yale Health Program. Participant Contributions for Continuation Coverage under the Program shall be remitted by the Covered Participant to the University, the amount of which shall be computed by the University in accordance with the applicable Continuation Coverage provisions of the Yale Health Program except that the cost of Continuation Coverage under the Program shall be 102% of the Covered Participant's Participant Contributions in effect immediately prior to the Continuation Coverage.

(b) A Covered Participant may extend his or her enrollment during a Salary and/or Benefits Continuation Period.

(c) In the event a Covered Participant's enrollment is suspended or terminated during a Coverage Period, Qualifying Health Care Expenses incurred during such Coverage Period but prior to such suspension or termination shall continue to be reimbursed until such time as the balance in his or her Health Care Reimbursement Account is reduced to zero so long as reimbursement is applied for by the end of the run-out period described in Section 6.1.

ARTICLE IV  
HEALTH CARE REIMBURSEMENT ACCOUNT

4.1. Establishment of Accounts. The Plan Administrator shall establish and maintain on its books a Health Care Reimbursement Account with respect to each Covered Participant for the Coverage Period.

4.2. Crediting of Accounts. The Health Care Reimbursement Account of each Covered Participant shall be credited with an amount equal to the Coverage Level elected by the Covered Participant for the Coverage Period subject to the reduction for suspended or terminated enrollment during the Coverage Period. The amount credited to such Account shall only be used to reimburse Qualifying Health Care Expenses incurred by the Covered Participant or his or her Dependents during such Coverage Period and, if applicable, the Coverage Period's Grace Period, and shall not be used to provide any other type of Benefit.

4.3. Debiting of Accounts. The Health Care Reimbursement Account of each Covered Participant shall be debited from time to time by the amount of any reimbursement for Qualifying Health Care Expenses made to (or on behalf of) the Covered Participant during the Coverage Period and, if applicable, the Coverage Period's Grace Period. To the extent the reimbursement is for Qualifying Health Care Expenses incurred by the Covered Participant during a Grace Period, such amounts shall first be debited against any remaining amounts in the Account attributable to the prior Coverage Period.

4.4. Forfeiture of Accounts. At the end of each Coverage Period or, if applicable, the Coverage Period's Grace Period, any unused balance in a Covered Participant's Health Care Reimbursement Account shall be segregated from any credits to the Account for the following Coverage Period and shall be held for the run-out period(s) described in Section 6.1. At the end of the applicable run-out period(s), any remaining amounts in the Account attributable to the prior Coverage Period shall be forfeited.

ARTICLE V  
PAYMENT OF BENEFITS

5.1. Reimbursement of Expenses. The University or, if so designated by the University, the Contract Administrator shall reimburse a Covered Participant for Qualifying Health Care Expenses incurred during a Coverage Period for which the Covered Participant submits a written application and documentation in accordance with Sections 6.2 and 6.3. A Covered Participant's Health Care Reimbursement Account for a Coverage Period as reduced for prior reimbursements attributable to such Coverage Period shall be available to the Covered Participant at all times during the Coverage Period and shall be made only to the extent the Plan Administrator in good faith determines that a reimbursement or payment can be provided on an income tax-free basis.

5.2. Maximum Reimbursement. Reimbursements under the Program for a Coverage Period shall not exceed the Coverage Level elected by the Covered Participant for the Coverage Period.

5.3. Discharge. Any reimbursement made under the Program shall fully discharge the obligations of the Program to the extent of such reimbursement. The University may, at its option, discharge the obligations of the Program to reimburse a Covered Participant for Qualifying Health Care Expenses by directly paying the service provider and such payment shall be treated as a reimbursement to the Covered Participant for purposes of the Program.

