HEALTH AND WELLNESS PLAN AND SUMMARY PLAN DESCRIPTION
FOR EMPLOYEES OF OAK RIDGE ASSOCIATED UNIVERSITIES

ARTICLE I - PURPOSE

The purpose of this Plan is to provide Health and Wellness Benefits. It is the intention of Oak Ridge Associated Universities (the "Company") that the Health and Wellness Benefits provided under the Plan be eligible for exclusion from participating Employees' gross income under Internal Revenue Code ("Code") § 105(b).

ARTICLE II - PERMANENT PROGRAM OR ARRANGEMENT

2.01 The Company intends that this program be a permanent program or arrangement for the exclusive benefit of its employees. Nothing herein, however, shall prevent the Company from amending or terminating this Plan, provided such amendment or termination is permissible under applicable law and such amendment or termination shall not affect a claimant's rights to benefits hereunder with respect to services that have been provided prior to the date Company action is taken to terminate the Plan or the effective date of such termination, whichever occurs last.

2.02 The exclusive purpose of this Plan is to provide the Health and Wellness Benefits described for employees. No benefits payable under this Plan shall be applied for any other purpose.

ARTICLE III - EFFECTIVE DATE

The original effective date of this Plan is January 1, 2007. The records of the Plan shall be kept on a calendar year basis. The Plan Year shall be January 1 through December 31.

ARTICLE IV - ELIGIBILITY

All employees of the Company shall be eligible to participate in this Plan.

ARTICLE V - PARTICIPATION

Each employee who is eligible to participate in the Plan under Article IV (an "Eligible Employee") shall become a participant in the Plan (a "Participant") on the effective date of the Plan if on the effective date he or she is at least 18 years old. Each other Eligible Employee shall become a Participant immediately upon attaining age 18. Upon termination of a Participant's employment with the Company, all rights of such Participant to receive benefits for Health and Wellness Benefits provided after the termination date shall be forfeited. Such Participant shall, however, retain the right to obtain Health and Wellness Benefits prior to the termination of employment.
ARTICLE VI - BENEFITS

6.01 The Company or its designee shall pay for the provided Health and Wellness Benefits, subject to the limits described in Article VII, below.

6.02 For purposes of this Plan “Health and Wellness Benefits” means one voluntary medical evaluation per year for employees 50 years of age or older, or one voluntary medical evaluation every two years for employees age 49 or less; and one flu shot per year (subject to availability of vaccine) for all employees; health indicator monitoring, (e.g., vital signs, weight, glucose, etc.) and nursing assessments for non-work related illnesses and minor injuries for employees located in Oak Ridge, Tennessee. Other benefits may be added from time to time.

ARTICLE VII - LIMITATION ON BENEFITS PROVIDED

No Participant shall be entitled to receive more Health and Wellness Benefits than allotted in Section 6.02.

ARTICLE VIII - BENEFITS FROM ANOTHER SOURCE

Benefits under this Plan shall be provided only in the event, and to the extent, that payment for these Health and Wellness Benefits are not provided for under any other plan of the Company or another employer or under any federal or state law. If there is such a plan or law in effect providing for such payment in whole or in part, then, to the extent of the coverage under such plan or law, the Company shall be relieved of any and all liability hereunder.

ARTICLE IX – FUNDING OF HEALTH AND WELLNESS BENEFITS

The Company, from its general assets, will fund the Health and Wellness Benefits of this Plan. There is no specific fund or trust established or a fund account for each Participant. The Company will pay for the benefits provided in Section 6.02.

ARTICLE X - PAYMENT OF HEALTH AND WELLNESS BENEFITS

The Company or its third-party administrator shall pay for Health and Wellness Benefits from the general assets of the Plan at such time and in such manner as the Company or third-party administrator may prescribe. The Company or its third-party administrator will pay any such Health and Wellness Benefits directly to the party providing the services in lieu of reimbursing the Participant.
ARTICLE XI - CLAIMS AND CLAIMS REVIEW PROCEDURE

Failure by the Company to respond to a claim within a reasonable time not to exceed 30 days after receipt of the claim by the Plan shall be deemed a denial, even if no written notice is given to the Participant. Within 60 days after denial of any claim under this Plan, the claimant may request in writing a review of the denial by the Plan Administrator. The Plan Administrator may delegate its duties under this Article XI to a third party administrator.

11.01 Right to Review of Denial of Claim. The Participant shall have the right to a full and fair review of the claim. For this purpose, the claimant or authorized representative has the following rights:

(a) to request a review upon written application to the Plan Administrator or its designated third party administrator within 60 days following receipt of a notification of an adverse benefit determination;

(b) to be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the denial of benefits;

(c) to submit written comments, documents, records, and other information relating to the denial of benefits to the Plan Administrator or its designated third party administrator; and

(d) to have a review that takes into account all comments, documents, records, and other information submitted by the claimant, without regard to whether such information was submitted or considered in the initial benefit determination.

11.02 Decision on Review. A request for review of an adverse benefit determination shall be made within 60 days after notification of denial of the claim. The Plan Administrator or its designated third party administrator will notify the claimant of the Plan's benefit determination on review within a reasonable period of time, but not later than 60 days after receipt of the claimant's request for review by the Plan, unless the Plan Administrator or its designated third party administrator determines that special circumstances require an extension of time for processing the claim. If the Plan Administrator or its designated third party administrator determines that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review.
11.03 **Notice of Decision on Review.** The Plan Administrator or its designated third party administrator shall provide a claimant with written notification of a Plan’s benefit determination on review. In the case of an adverse benefit determination, the notification shall set forth, in a manner calculated to be understood by the claimant:

(a) the specific reason or reasons for the adverse determination;

(b) reference to the specific plan provisions on which the benefit determination is based; and

(c) 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.

**ARTICLE XII - ADMINISTRATION**

12.01 The Corporate Director, Human Resources, and the Director, Compensation, Benefits, and HR Information System, are hereby designated as the Plan Administrators to serve until resignation or removal by the Company and appointment of a successor(s). The Company may delegate this authority to a committee or to certain employees of the Company. The Plan Administrator(s) shall have the authority to control and manage the operation and administration of the Plan, including the discretionary authority to make and enforce rules or regulations for the efficient administration of the Plan; to interpret the Plan; and to decide all questions concerning the Plan and the eligibility of any person to participate in the Plan.

12.02 The Company shall retain the right in its sole and final discretion, to amend the Plan at any time and from time to time to any extent that the Company may deem advisable or desirable. The Company may delegate this authority to a committee or certain employees. This Plan shall be amended in a manner and effective as of the date set forth in such amendment, and the Participants and all others having any interest under the Plan shall be bound thereby as of that effective date. Notwithstanding the foregoing, no amendment will affect the pre-tax benefits of the Participants on a retroactive basis. Participants shall be able to receive the benefits of the Plan unaffected until an amendment occurs.

12.03 The Company shall have the right to terminate the Plan at any time. Upon such termination, benefits shall cease. A termination document shall be prepared to document the termination of benefits and the effective date of said termination. The Plan shall automatically terminate upon cessation of operations by the Company and, all benefits shall cease unless a successor employer adopts and continues the Plan.
ARTICLE XIII - MISCELLANEOUS

13.01 All terms expressed herein shall be deemed to include the feminine and neutral genders, and all references to the plural shall be deemed to include the singular and vice versa, all as proper construction shall dictate.

13.02 Questions concerning the proper interpretation of the terms of this agreement shall be determined in accordance with the law of the State of Tennessee, where the Company's principal business office is located.

13.03 The Plan Administrator shall keep a copy of this plan document and any other disclosure documents relating thereto that are in the public domain on file at its office where Participants may inspect them during the Company's regular business hours. Upon request, the Company shall provide a Participant with copies of such documents. When the Plan Administrator provides such documents, the Plan Administrator may charge the requesting party a reasonable charge for photocopying these materials.

13.04 This document contains all of the operative provisions of this Plan. Any conflict between the provisions of this document and any other Company document purporting to explain the rights, benefits, or obligations of the parties hereunder shall be resolved in favor of this Plan document. In the event that a tribunal of competent jurisdiction shall determine in a final judgment or decree that one or more of the provisions of this Plan is invalid due to the provisions of applicable law, this Plan shall be interpreted as if the offending language had been stricken from its provisions, and the remainder of the Plan document shall continue in full force and effect.

ARTICLE IV - ERISA STATEMENT OF RIGHTS

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

(a) receive information about your plan and benefits;

(b) examine, without charge, at the Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration;
(c) obtain, upon written request to the Administrator, copies of documents governing
the operation of the Plan, including insurance contracts and collective bargaining
agreements, and copies of the latest annual report (Form 5500 Series) and updated
summary plan description, all of which the Administrator may make a reasonable
charge for the copies; and

(d) receive a summary of the Plan’s annual financial report.

14.02 Prudent Actions by Plan Fiduciaries. In addition to creating rights for Participants,
ERISA imposes duties upon the people who are responsible for the operation of the
employee benefit plan. The people who operate the Plan, called “fiduciaries” of the plan,
have a duty to do so prudently and in the interest of the Participants and the beneficiaries.

14.03 Discrimination Prohibited. No one, including the Company, or any other person, may
fire a Participant or otherwise discriminate against a Participant in any way to prevent a
Participant from obtaining a welfare benefit or exercising a Participant’s rights under
ERISA.

14.04 Enforce Participant Rights. If a Participant’s claim for a welfare benefit is denied or
ignored, in whole or in part, the Participant has a right to know why this was done, to
obtain copies of documents relating to the decision without charge, and to appeal any
denial, all within certain time schedules. Under ERISA, there are steps a Participant can
take to enforce the above rights.

(a) If a Participant requests a copy of Plan documents or the latest annual report from
the Plan and does not receive them within 30 days, the Participant may file suit in
a Federal court. In such a case, the court may require the Administrator to
provide the materials and pay the Participant up to $110 a day until the Participant
receives the materials, unless the materials were not sent because of reasons
beyond the control of the Administrator.

(b) If a Participant has a claim for benefits which is denied or ignored, in whole or in
part, the Participant may file suit in a state or Federal court.

(c) If it should happen that Plan fiduciaries misused the Plan’s money, or if a
Participant is discriminated against for asserting his or her rights, the Participant
may seek assistance from the U.S. Department of Labor, or may file suit in a
Federal court. The court will decide who should pay court costs and legal fees. If
a Participant is successful, the court may order the person the Participant sued to
pay these costs and fees. If a Participant loses, the court may order the Participant
to pay these costs and fees, for example, if it finds the Participant’s claim was
frivolous.
14.05 Assistance with Questions. If a Participant has any questions about this Plan, the Participant should contact the Administrator. If the Participant has any questions about this statement or about his or her rights under ERISA, or needs assistance in obtaining documents from the Administrator, the Participant should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the Participant’s local telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. The Participant may also obtain certain publications about his or her rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

ARTICLE XV - HIPAA PRIVACY STATEMENT

The Company shall comply with the Health Insurance Portability and Accountability Act. For a complete statement of your HIPAA rights and this Company’s procedures, please see policy HR-654.

ARTICLE XVI - GENERAL INFORMATION

16.01 Name and address of the Plan Sponsor

Oak Ridge Associated Universities
P.O. Box 117
Oak Ridge, TN 37831-0117

16.02 Name and address of the plan administrator

Oak Ridge Associated Universities
P.O. Box 117
Oak Ridge, TN 37831-0117

16.03 Name and address of the designated agent for service of legal process

Oak Ridge Associated Universities
P.O. Box 117
Oak Ridge, TN 37831-0117

16.04 Internal Revenue Service ID Number of the Plan

62-0476816

16.05 Plan Number

501
16.06 Plan Year
The Plan Year is the 12-month period beginning January 1 and ending December 31.

16.07 Type of Plan and Funding
This Plan is a plan funded by Company contributions only. It is intended to constitute a plan as described by the Employee Retirement Income Security Act of 1974 (ERISA).

16.08 Type of Administration

Claims processing for this Plan is performed by:

Oak Ridge Associated Universities

IN WITNESS WHEREOF, Oak Ridge Associated Universities, by its duly authorized officer, has executed this Plan on this 16th day of April 2007.

OAK RIDGE ASSOCIATED UNIVERSITIES

By: