

Amendment to the Hampden-Sydney College Life Accident and Disability Insurance Plan

Effective Date: January 1, 2026

As of the Effective Date, Hampden-Sydney College hereby adopts this Amendment to Hampden-Sydney College Life Accident and Disability Insurance Plan (Plan) to reflect a change or changes to the Plan provisions. Hampden-Sydney College intends this Amendment as good faith compliance with the Plan and all applicable laws.

Changes to the Plan Provisions

Notwithstanding any provision contained in the Plan to the contrary, the Plan is amended as follows:

1. **New Protections for Protected Health Information (PHI) Related to Substance Use Disorder (SUD).** Effective February 16, 2026, Hampden-Sydney College hereby amends the Plan as follows:

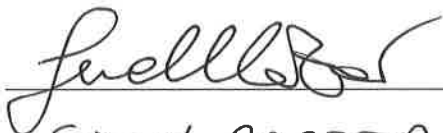
Section	Changes
Section 5.18 (" <u>PRIVACY AND SECURITY</u> ")	Section 5.18 to the Plan document is hereby replaced in its entirety with the attached new Section 5.18 (" <u>PRIVACY AND SECURITY</u> ") (Attachment 1) The Section 5.18 contained in Attachment 1 to this Amendment shall supersede any prior versions of the Plan's Section 5.18.

2. **Changes to Insurance Policy Issuers/Contract Administrators of Plan Components.** As of the Effective Date above, Hampden-Sydney College has amended the Adoption Agreement to the Plan to modify the Plan's appointed group insurance policy issuers and/or contract administrators of the Plan's Plan Components. The attached "INSURERS AND PROVIDERS OF PLAN COMPONENTS ATTACHMENT" (**Attachment 2**) shall supersede all prior versions of the Adoption Agreement's INSURERS AND PROVIDERS OF PLAN COMPONENTS ATTACHMENT.

All other Plan provisions remain unchanged so long as they are consistent with this Amendment.

IN WITNESS WHEREOF, the undersigned authorized representative has adopted this Amendment to the Plan as of the Effective Date above, on behalf of Hampden-Sydney College to evidence the adoption of this Amendment as set forth herein.

For Hampden-Sydney College:

Signature: 
Name: SUE V. CARTER
Title: HR DIRECTOR
Date: 8-4-26

5.18 PRIVACY AND SECURITY

To the extent that any Plan Component is a group health plan that uses, creates, maintains, or has access to Protected Health Information ("PHI"), including Substance Use Disorder PHI ("SUD PHI") governed by the HIPAA Privacy, Security, and Breach Notification Rules and the regulations implementing 42 C.F.R. Part 2, as amended by the 2024 Final Rule effective February 16, 2026, all such Plan Components intend to operate in accordance with those requirements. The Plan Sponsor's HIPAA Privacy Procedures, HIPAA Security Procedures, HIPAA Breach Notification Procedures, Substance Use Disorder PHI Confidentiality Procedures, and any other privacy and security documents related to these procedures are incorporated by reference herein.

A. General – Except for a Health Care Plan Component that is self-administered and has fewer than 50 Participants, the Plan Component will be operated in accordance with HIPAA and the corresponding regulations, as amended from time to time, including the HIPAA-aligned requirements applicable to Substance Use Disorder ("SUD") records protected under 42 C.F.R. Part 2 ("Part 2"), to the extent such records are created, received, maintained, or transmitted by the Plan

B. HIPAA and Part 2 Privacy Standards

1. The authorized representative of the Plan shall not disclose PHI to any member of the Employer's workforce unless each of the conditions set out in this Plan Section 5.18(B) are met. For SUD records subject to Part 2, the Plan shall additionally comply with the consent, redisclosure, and notice obligations applicable to Part 2 PHI ("SUD PHI"), except to the extent such requirements have been aligned with HIPAA pursuant to the 2024 Part 2 Final Rule.
2. PHI disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set forth in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. If the persons to whom information is disclosed violate this Plan Section 5.18 (B), or applicable law or regulation, the Plan shall cease disclosing such information.

Use or disclosure of SUD PHI shall also comply with Part 2's limitations on redisclosure, and any redisclosure shall include the required Part 2 prohibition-on-redisclosure notice unless otherwise permitted under the revised regulations.

3. The Plan shall disclose PHI only to members of the Employer's workforce who are authorized to receive such PHI, and only to the extent and in the minimum amount necessary for that person to perform their duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the Employer's control. The Employer shall keep an updated list of those authorized to receive PHI.

Members of the Employer's workforce with access to SUD PHI must also receive training on the confidentiality requirements under Part 2 and the restrictions on redisclosure applicable to SUD PHI

4. Authorized members of the Employer's workforce who receive PHI shall use or disclose the PHI only to the extent necessary to perform their duties with respect to the Plan. This includes compliance with any additional limitations on SUD PHI under Part 2.
5. In the event that any member of the Employer's workforce uses or discloses PHI other than as permitted by this Section 6.19 and the HIPAA Privacy Rule, and corresponding regulations, the incident shall be reported to the Plan's Privacy Officer. In addition, the Privacy Officer and the Employer must take the following steps:
 - a. The Privacy Officer must
 - i. investigate the incident to determine whether the breach occurred inadvertently, through negligence, or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
 - ii. make appropriate sanctions against the persons causing the breach, which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;
 - iii. mitigate any harm caused by the breach, to the extent practicable;
 - iv. document the incident and all actions taken to resolve the issue and mitigate any damages; and
 - v. if the breach involves SUD PHI, comply with the breach notification requirements applicable to Part 2 PHI as integrated into the HIPAA Breach Notification Rule under the 2024 Final Rule.
 - b. The Employer must provide certification to an authorized representative of the Plan that it agrees to
 - i. not use or further disclose the information other than as permitted or required by the Plan or as required by law;
 - ii. ensure that any agent or subcontractor, to whom it provides PHI received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

- iii. not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
 - iv. report to the Plan any use or disclosure of the PHI of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section 6.19 or required by law;
 - v. make available PHI to individual Plan members in accordance with HIPAA Privacy Rule section 164.524;
 - vi. make available PHI for amendment by individual Plan members and incorporate any amendments to PHI in accordance with HIPAA Privacy Rule section 164.526;
 - vii. make available the PHI required to provide an accounting of disclosures to individual Plan members in accordance with HIPAA Privacy Rule section 164.528;
 - viii. make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the HIPAA Privacy Rule;
 - ix. return or destroy (if feasible) all PHI received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible;
 - x. ensure the adequate separation between the Plan and members of the Employer's workforce, as required by HIPAA Privacy Rule section 164.504(f)(2)(iii), and
 - xi. with respect to SUD PHI, comply with all mandatory nondiscrimination provisions, consent requirements, redisclosure restrictions, and patient-rights obligations under Part 2 as aligned with HIPAA.
6. Failure to comply with the terms of this Plan Section 5.18(B) shall be resolved by persons entitled to use or disclose PHI in a timely manner. Violations involving SUD PHI shall also be evaluated under applicable Part 2 enforcement provisions.

C. HIPAA Electronic Security Standards.

If this Plan is subject to the Security Standards for the Protection of Electronic PHI (HIPAA Privacy Rule Parts 160, 162, and 164, the "Security Standards"), then this Plan Section 5.18(C) shall apply as follows:

- 1. The Employer agrees to implement reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of Electronic PHI that the Employer creates, maintains, or transmits on the Plan's behalf. "Electronic PHI" shall have the same definition as set out in the Security Standards, but generally shall mean PHI that is transmitted by or maintained in electronic media. This includes SUD PHI that is maintained or transmitted in electronic form.
- 2. The Employer shall ensure that any agent or subcontractor to whom it provides Electronic PHI shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic PHI.
- 3. The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements described in this Plan Section 5.18(C).
- 4. The Employer will report to the Plan any security incident under the Security Standards of which it becomes aware.
- 5. The Employer will establish reasonable and appropriate security measures to ensure adequate separation between the Plan and the Employer, in support of the requirements described in this Plan Section 5.18(C).

INSURERS OF PLAN COMPONENTS ATTACHMENT

INSURERS

The Component Documents for each of the Plan Components listed below are incorporated by reference herein and are an integral part of the Plan. This list is subject to modification from time to time in accordance with Plan Section 5.04.

Fully-Insured Benefits	Policy/Group No.	Type of Benefit	Claims Administrator (Use the address & phone number on your ID Card if different)	
Anthem Blue Cross Blue Shield 220 Virginia Ave Indianapolis, IN 46204	—	Employee Assistance Program (EAP)	Anthem PO Box 61010 Virginia Beach, VA 23466	800-676-2583 www.anthem.com
Hartford Life and Accident Insurance Company One Hartford Plaza Hartford, CT 06155	ETB103109	Business Travel Accident (BTA)	The Hartford PO Box 14299 Lexington, KY 40512-4299	888-563-1124 www.thehartford.com Email to gbclaimslife@thehartford.com
Hartford Life and Accident Insurance Company One Hartford Plaza Hartford, CT 06155	GL-927806	Basic Life/Basic AD&D Voluntary Life/AD&D	The Hartford PO Box 14869 Lexington, KY 40512-4869	1-888-301-5615 Fax: 833-357-5153 www.thehartford.com
	GLT-927806	Long-Term Disability	The Hartford PO Box 14869 Lexington, KY 40512-4869	
	GRH-927806	Short-Term Disability	The Hartford PO Box 14869 Lexington, KY 40512-4869	
	VAC-927806	Voluntary Accident	The Hartford Supplemental Health Department PO Box 99906 Grapevine, TX 76099	866-547-4305 Fax: 469-417-1952
	VHI-927806	Voluntary Hospital Indemnity		
	VCI-927806	Voluntary Critical Illness		