



SUMMARY PLAN DESCRIPTION
OF THE
RETIREE MEDICAL EXPENSE REIMBURSEMENT PLAN
OF THE
COMMUNITY COLLEGE EMPLOYEES BENEFIT TRUST

AUGUST 2015

*Based on Retiree Medical Expense Reimbursement Plan,
restated August 1, 2015*

*Including COBRA General Notice
and HIPAA Privacy Notice*

Dr. 7/16/15

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**RETIREE MEDICAL EXPENSE REIMBURSEMENT PLAN of the
COMMUNITY COLLEGE EMPLOYEES BENEFIT TRUST**

Summary Plan Description

August 1, 2015

HIGHLIGHTS OF THE PLAN:

- **Eligibility.** Generally current employees will need 5 years in the Plan to achieve eligibility for benefits from the Trust.
- **Benefits.** Your benefits from this Trust come in the form of reimbursement for certain medical expenses¹ incurred after you retire, limited to the amount of your monthly benefit level.
- **Claims.** You must present your claims to the Trust Office with your proof of payment of Covered Expenses², on a form approved by the Trustees, within 90 days after the end of the calendar year in which you paid the expense.
- **Change of Address, Spouse or Child.** If you move or have a change in mailing address, it is your responsibility to update the mailing address on file with the Trust Office. It is also your responsibility to update the information on file with the Trust office if you have a change in spouse or children. Failure to notify the Trust Office may result in loss or delay of benefit payments.
- **Trust Office.** The Trust Office is a great resource and provides important services to the Trust. For example, to find out your benefit level, submit any benefit claims, request a copy of the Plan or notify the Trust of a change in address, you may need to contact the Trust Office. The Trust Office may be contacted at the following:

Community College Employees Benefit Trust
c/o Delta Fund Administrators
Attn: Jillian Canete
P.O. Box 2487
Stockton, CA 95201
Email: RMT@deltafund.com
Phone: (800) 700-6762
Fax: (209) 940-5255

- **Trust Website.** The Trust maintains a website with copies of Plan documents, claim forms, notices and other important Plan information. You can also securely send your claims to the Trust Office through the website. Please visit the Trust website at **CCEBTtrust.com**.

NOTE: This Summary has been designed to provide you with key information about the Community College Employees Benefit Trust but it does not provide all the details and limitations of the Plan. Exact specifications are provided in the "Second Restated Retiree Medical Expense Reimbursement Plan of the Community College Employees Benefit Trust" effective August 1, 2015, as amended from time to time thereafter. If there is a conflict between what is contained in the Plan and what is contained in

¹ See Answer # 5 below for a detailed description of the type of expenses for which you will be reimbursed.

² Note that all capitalized terms contained herein are defined in the Plan.

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this Summary Plan Description or any other descriptions, the terms of the Plan will prevail.

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SUMMARY PLAN DESCRIPTION

1. Who can participate?

Eligibility in the Plan is generally open to all Employees, hired on or after July 1, 1994, and holding a regular position, who are members of a bargaining unit represented by a participating Association, or the Management Group, and for whom contributions are made to the Trust as required by a Collective Bargaining Agreement or a Special Agreement.

2. Who is eligible for benefits?

An Employee described in Answer #1 becomes an Eligible Retiree entitled to benefits under the Plan as a Regular Beneficiary, generally, after the Employee meets the following requirements:

- Earns five years of Active Service in the Trust (i.e., five years of contributions to the Trust).
- Makes contributions to the Trust for all years of Active Service in the Plan.
- Attains age 55.
- Termination, resignation or retirement from employment with the College.

A Regular Beneficiary is entitled to a lifetime stream of monthly benefit payments at his/her benefit level, for reimbursement of medical expenses. See Sections 3.2 – 3.4 of the Plan for details.

The Regular Beneficiary's lawful spouse or domestic partner and Children are also eligible for benefits. The Regular Beneficiary may be reimbursed for expenses incurred by the Regular Beneficiary, or his or her spouse, domestic partner or Children up to the Regular Beneficiary's monthly benefit level. See Answers #6 and #7 for an explanation of calculation of the monthly benefit level. A domestic partner is a person who has met the definition of domestic partner under the applicable collective bargaining agreement. See Section 1.10 of the Plan.

Eligible Children include natural children or legally adopted children under the age of 26. Disabled children of any age who are legally dependent upon the Regular Beneficiary also qualify as Children. See Section 1.5 of the Plan.

The Plan also provides a benefit for a Regular Beneficiary's Surviving Spouse or Domestic Partner and Surviving Children. See Answer #8 for a description of the survivor benefits. To receive the Surviving Spouse or Domestic Partner benefits described below in Answer #8, the Surviving Spouse or Domestic Partner must be age 55. If the Surviving Spouse or Domestic Partner has not yet attained age 55 at the Regular Beneficiary's death, the Surviving Children can receive benefits until the date that the Surviving Spouse or Domestic Partner attains age 55.

3. What happens if I separate from service before I contribute to the Trust for 5 years?

If an Employee does not earn the five years of Active Service necessary to become a Regular Beneficiary, that Employee is entitled to receive the "Benefits for Limited Beneficiaries" described in Section 3.5 of the Plan, as a Limited Beneficiary. Instead of receiving a lifetime stream of monthly reimbursement payments, the Trust will pay out reimbursements to the

Limited Beneficiary up to the amount of contributions made on behalf of that Employee during

Employment (without allocation for investment returns). That is, the contributions will be held in Trust within the Plan. The Limited Beneficiary may draw on that amount for the reimbursement of Covered Expenses. There is no monthly limit on benefit for a Limited Beneficiary, as long as all claims are for reimbursement of Covered Expenses. Benefits cease when the Limited Beneficiary has received benefit payments equal to the amount of contributions made on the Limited Beneficiary's behalf during employment. See Sections 2.1(b) and 3.5(c) of the Plan for details.

4. What are the benefits from the Trust?

After meeting the eligibility requirements, both Regular and Limited Beneficiaries are entitled to reimbursement toward the payment of Covered Expenses, which consist of insurance premiums and medical expenses provided to the Employee, or his/her Beneficiaries, after the Employee ceases employment/retires and becomes eligible for benefits under the Plan. Reimbursement payments are subject to proper and timely submission of benefit claims. The amount of the reimbursement payment is limited to the Beneficiary's benefit level (for a Regular Beneficiary) or the amount of contributions made on the Employee's behalf (for a Limited Beneficiary).

Cost Sharing. Also, it is important to remember that the Plan reimburses toward the cost of Covered Expenses, but your benefit level may not cover the entire Covered Expense amount. If your benefit level does not cover the entire cost of your Covered Expense, you will be responsible for the balance of any Covered Expense amounts you owe in excess of your benefit level.

5. What type of medical expenses will be reimbursed by the Plan?

The following medical expenses are considered Covered Expenses and will be reimbursed by the Plan:

- Premium or contribution payments for coverage under health, dental, or vision insurance plans, for the types of medical expenses excludible from gross income under Internal Revenue Service Code ("Code") Section 105(b).
- Medical expenses excludable from gross income under Code Section 213(d), i.e., costs for diagnosis, cure, mitigation, treatment, or prevention of disease or injury, including insulin, but excluding all other non-prescribed drugs. See IRS Publication 502 for more information on tax deductible medical expenses (<http://www.irs.gov/pub/irs-pdf/p502.pdf>).
- Premium payment for long-term care insurance qualified under Code Section 7702B.

See Plan Section 1.10 for a full definition of Covered Expense.

6. How is my monthly benefit level calculated?

A Regular Beneficiary's monthly benefit level is determined by the number of full years of Active Service (years of making contributions to the Plan)³ the Employee has earned at the time

³ If you were employed when the Plan started on July 1, 2004, then you also earned Active Service for 50% of your

he/she stops making contributions.

- An Employee who has earned 5 years of Active Service is entitled to 50% of the monthly Benefit Amount.
- For each full year of Active Service earned above 5 years, an Employee is entitled to an additional 2.5% of the monthly Benefit Amount.

From time to time, the Trustees will determine the monthly Benefit Amount, as defined in Plan Section 1.4, with the assistance of professional actuarial advice. The monthly Benefit Amount at the date of printing of this Summary is \$440 and is contained in Appendix A to the Plan. You may contact the Trust Office to find out the current monthly Benefit Amount.

7. What is my monthly benefit level?

A Regular Beneficiary's monthly benefit level is calculated based on the methodology described above in Question 6. As such, each Regular Beneficiary's monthly benefit level will be affected by the number of full years of Active Service earned by the Employee during his or her employment and contributions to the Plan.

Reduction at Medicare Eligibility. The benefit level calculated by the methodology described in Question 6 will be reduced by 25% when the Regular Beneficiary attains Medicare eligibility or would have attained Medicare eligibility if living. See Plan Section 3.2(b)(2).

Adjustments to Benefit Amount. The Trustees reserve the right and power to adjust the monthly Benefit Amount up or down. Such adjustments, or termination of benefits, may apply to current as well as future Beneficiaries. This could occur, generally, after the Trustees conduct a periodic review of the investment and demographic experience of the Trust. That is, if the investment returns or the demographic experience (e.g., life span, retirement age, etc.) are significantly different than projected, then the Benefit Amount will be adjusted (up or down).

8. What will the benefit level be for my spouse and children in the event of my death?

Definition of Surviving Spouse. A Surviving Spouse is the lawful spouse of an Eligible Retiree, who has been the spouse or Domestic Partner of the Eligible Retiree for at least twelve (12) months on the date of death of the Eligible Retiree. Please note that the Trust grants the same rights and benefits to same-sex spouses as it does to opposite sex spouses. If you have entered into a same-sex marriage, please notify the Trust Office.

Definition of Surviving Child. A Surviving Child is the natural or lawfully adopted child of the Eligible Retiree, who is under age 26. Children over age 26, who were legally dependent upon the Eligible Retiree at the time of his or her death due to a Social Security Administration determination of total disability, are also Surviving Children for so long as the child remains totally disabled. See Plan Section 1.5.

Monthly Benefit Level for Survivor of Deceased Regular Beneficiary. The monthly benefit level for a Surviving Spouse of a Regular Beneficiary with Surviving Children is equal to 100% of the monthly benefit level of the deceased Regular Beneficiary. However, the monthly benefit level

full time equivalent service (or 25% of your less than full time equivalent service) prior to July 1, 2004, up to 5 years of Active Service.

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for a Surviving Spouse without Children is equal to 50% of the monthly benefit level of the deceased Regular Beneficiary. If there is no Surviving Spouse or Domestic Partner, the monthly benefit level for Surviving Children will be 100% of the benefit level for the deceased Regular Beneficiary (to be divided among the Children). Unless there is only one Child, in which case, the Surviving Child shall receive 50% of the monthly benefit level of the deceased Regular Beneficiary.

Deceased Limited Beneficiary. The Surviving Spouse and Surviving Children of a deceased Limited Beneficiary may be reimbursed for Covered Expenses limited to the amount of contributions made on behalf of the deceased Limited Beneficiary. This includes the Surviving Spouse and Children of a deceased Employee who did not attain all eligibility requirements prior to his or her death, i.e., an Employee who was not yet age 55 or did not make five (5) years of contributions to the Trust prior to his or her death.

9. Are there benefits for my Domestic Partner in the event of my death?

The monthly benefit level for a Surviving Domestic Partner will be the same as for a Surviving Spouse, subject to certain limits under federal law. Federal tax law provides that the aggregate amount paid to all Domestic Partners annually shall not exceed 3% of the total benefits paid annually, which shall be calculated within sixty (60) calendar days after the end of each Plan year. See Plan Sections 3.2(e) and 3.3(b).

The Surviving Domestic Partner of a deceased Limited Beneficiary may be reimbursed for Covered Expenses limited to the amount of contributions made on behalf of the deceased Limited Beneficiary, subject to the limitation described above.

The Internal Revenue Service has issued guidance indicating that, to the extent coverage is provided to *nondependent* Domestic Partners, the value of such coverage under the Plan for nondependent Domestic Partners will be included in the employee's gross income for a taxable year if he or she is expected to have a nondependent Domestic Partner upon becoming eligible for benefits under the Plan. The amounts to be included in the employee's gross income will be determined under a valuation that takes into account reasonable actuarial assumptions. Please advise the Trust Office if you have a Domestic Partner.

10. How do I submit my claims for benefits? What are the appeal procedures for denied claims?

To present a claim for benefits under this Plan, Beneficiaries must submit a written claim to the Trust Office c/o Delta Fund Administrators, at P.O. Box 6, Stockton, CA 95201, or RMT@deltafund.com, or securely via the website at <http://ccebtrust.com/>, within ninety (90) days after the end of the calendar year in which the expense was paid. Claim forms can be obtained from the Trust Office. The individual should submit the completed claim form to the Trust Office along with written documentation from an independent third party, which includes the following:

- The date that the medical service or supplies were provided or the dates of coverage for insurance premiums.
- A description of the medical service, supplies or premiums.
- Proof of the Beneficiary's payment of the Covered Expense, which can include one of the following or other proof approved by the Board of Trustees:
 - Canceled check drawn to the name of the medical service, supplies, or insurance provider.

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- Copy of confirmation of electronic payment to the medical service, supplies, or insurance provider.
- Receipt for payment from the medical service, supplies, or insurance provider.

Details for claim submission and appeal of claim denial are set forth in Article III, Section 3.6, and Article IV of the Plan.

Claim Appeal Procedures. The procedures to appeal a denied claim are set forth in Article IV of the Plan. Note that the appeal procedures apply to any complaint that you may have regarding the Plan, i.e., not just a claim denial. To appeal a claim denial, eligibility determination or response on clarification or enforcement of Plan rights, a Beneficiary must submit a written request to the Trust Office within 181 calendar days after the date of the Trust Office's notification of denial of benefits or determination. The Board of Trustees will hold a hearing on the appeal, and the Beneficiary will be entitled to present his or her position and any evidence in support of his or her appeal at the hearing. The Board of Trustees will then make a decision affirming, modifying or setting aside the Trust Office decision.

It is important to note that prior to filing suit in federal or state court, participants must exhaust all administrative remedies available under the Plan. See Plan Sections 4.3 and 4.4.

If you have any questions regarding the claims submissions or appeal procedures please contact the Trust Office. In addition, please refer to Answer #16, Part O of this Summary Plan Description, "Statement of Legal Rights" for more information regarding your legal right

11. Is there a time limit for filing a lawsuit against the Trust for benefit payments, etc.?

Yes, there is a limitation period for filing a lawsuit against the Trust. A Beneficiary has the right to bring action in federal court pursuant to ERISA Section 502(a) no later than one year after the exhaustion of administrative remedies (i.e., the appeal process discussed in Answer #10 above), which means the date of the written decision by the Board of Trustees on an appeal of a denied benefit claim or other complaint.

12. What is the Plan Year?

The Plan year runs from July 1 to June 30.

13. What should I do if I change my address, spouse, domestic partner or children?

It is the Participant's responsibility to notify the Trust Office of any change in mailing address, spouse, domestic partner or children. Note that it is important to keep this type of information updated with the Trust Office so that notices related to the Plan and benefit payments may be sent to you and/or your Beneficiaries. Failure to notify the Trust Office of such changes may result in the loss or delay of benefits under this Plan. Please update the Trust Office with any changes to your address or Beneficiaries by contacting the following:

Community College Employees Benefit Trust
c/o Delta Fund Administrators
Attn: Jillian Canete
P.O. Box 2487
Stockton, CA 95201
Email: RMT@deltafund.com
Phone: (800) 700-6762

Fax: (209) 940-5255
Website: <http://ccebtrust.com/>

14. What are the circumstances that may result in ineligibility or denial of benefits; or amendment or termination of the Plan?

Circumstances which may result in disqualification, ineligibility, denial, or the loss of benefits include failure by the Employee or employer to make required contributions, failure to properly submit expense receipts, failure to meet the eligibility requirements, death, or termination of the Plan. Also, note the following events will cause termination of benefits:

- An Eligible Retiree's benefits under this Plan will terminate upon his/her death, or if he/she returns to employment with the College or another participating employer.
- A Surviving Spouse's benefits under this Plan will terminate upon his or her death.
- A Surviving Domestic Partner's benefits under this Plan will terminate upon his or her death.
- A Surviving Child's benefits under this Plan will terminate upon the loss of Child status, as defined in Section 1.5 of the Plan, or death, whichever occurs first.

Benefit coverage, graduated benefit levels, and Benefit Amounts may be modified or terminated pursuant to Article VI of the Plan and such changes may apply to current and/or future Beneficiaries. In the event of the termination of the Plan, assets of the Plan which remain after payment of expenses associated with termination will be allocated and distributed to Beneficiaries in accordance with Section 501(c)(9) of the Internal Revenue Code.

Legal Action. It is important to note that any legal action for benefits under the Plan must be commenced within the Plan's limitation for filing lawsuits, which is one year after the date of the written decision on the appeal of your benefit claim denial. (See Answer #16, Part O below re "Limitations on Time to File Legal Actions," for further details.) This time limit applies regardless of any state or federal statutes that include provisions relating to limitation of actions.

15. What are the names and addresses of the Trustees?

Jeff Lloyd, Chair (FUSE)
Community College Employees Benefit Trust
c/o Sierra College, Room X3
5000 Rocklin Road
Rocklin, CA 95677
Phone: (916) 660-7660
Email: jlloyd@sierracollege.edu

Linda Fisher, Secretary (SCMA)
Community College Employees Benefit Trust
c/o Sierra College Business Office
5000 Rocklin Road
Rocklin, CA 95677
Phone: (916) 660-7605
Email: lfisher@sierracollege.edu

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Vicki Day, Trustee (SCFA)
Community College Employees Benefit Trust
c/o Sierra College, Nevada County Campus
250 Sierra College Drive
Grass Valley, CA 95945
Phone: (530) 274-5293
Email: vday@sierracollege.edu

Karen Reeves, Trustee (FUSE)
Community College Employees Benefit Trust
c/o Sierra College, Nevada County Campus
250 Sierra College Drive
Grass Valley, CA 95945
Phone: (530) 274-5300 x 6031
Email: kreeves@sierracollege.edu

Katie Lucero, Trustee (SCFA)
Community College Employees Benefit Trust
c/o Sierra College, Room V-311C
5000 Rocklin Road
Rocklin, CA 95677
Phone: (916) 660-7975
Email: klucero@sierracollege.edu

Beverly Yoha, Trustee (SCMA)
Community College Employees Benefit Trust
c/o Sierra College Business Office
5000 Rocklin Road
Rocklin, CA 95677
Phone: (916) 660-7616
Email: byoha@sierracollege.edu

16. Is there any other information about this Plan I should know?

A. The name of the plan and trust.

This Plan is known as the “Medical Expense Reimbursement Plan of the Community College Employees Benefit Trust,” originally effective July 1, 2004, and restated effective August 1, 2015 (*6/26/15 Dr. and incl. Am. 1-10*), and as amended thereafter (the “Plan”). The Plan is governed by the “Trust Agreement Governing the Community College Employees Benefit Trust,” effective July 1, 2004, and as amended from time to time thereafter (“Trust Agreement”). For a copy of the Plan or Trust Agreement, please contact the Trust Office.

B. The name, address and telephone number of the employee organizations that established this Plan.

The Plan was established by the Federation of United School Employees, LIUNA Local 1212, AFL-CIO, the Sierra College Faculty Association, and the Sierra Joint Community College District Management Group. The Management Group has subsequently

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organized into the Sierra College Management Association. The names, addresses and telephone numbers of the Associations are as follows:

Federation of United School Employees, LIUNA Local 1212, AFL-CIO (FUSE)
c/o Sierra College
5000 Rocklin Road
Rocklin, CA 95677

Sierra College Faculty Association (SCFA)
c/o Sierra College
5000 Rocklin Road
Rocklin, CA 95677

Sierra College Management Association (SCMA)
c/o Sierra College
5000 Rocklin Road
Rocklin, CA 95677

C. The identification numbers of the trust and plan.

The Employer Tax Identification Number assigned to the Trust by the Internal Revenue Service is EIN 20-6722122.

The Plan number is 501.

D. The type of plan.

The Plan is a welfare benefit plan providing health insurance premium and medical expense reimbursement benefits to individuals who have retired or ceased employment with the College. Beneficiaries may refer to Internal Revenue Service Publication 502, or check with the Trust Office to determine if a premium and/or medical expense is a permissible reimbursement under the Plan.

E. The type of administration/trust office.

The Plan is administered by the Board of Trustees of the Community College Employees Benefit Trust. The Board has retained the services of a contract administrator to assist in recordkeeping, claims payments, etc. You may contact the Board of Trustees in care of the Trust Office. The contact information of the Trust Office is:

Community College Employees Benefit Trust
c/o Delta Fund Administrators
Attn: Jillian Canete
P.O. Box 2487
Stockton, CA 95201
Email: RMT@deltafund.com
Phone: (800) 700-6762
Fax: (209) 940-5255

F. The identity of the Plan Administrator.

The Plan Administrator (fiduciary) is the Board of Trustees of the Community College Employees Benefit Trust. The Trustees may be contacted in care of the Trust Office.

G. The existence of a bargaining agreement that addresses this Plan and Trust.

The Plan is maintained pursuant to various Collective Bargaining Agreements (“CBAs”), and applicable successor agreements, between the participating associations and their respective employers. Beneficiaries of the Plan (i.e., employees, Eligible Retirees, surviving spouses, domestic partners, and children), as defined in the Plan and Trust documents, may obtain copies of these CBAs upon written request to the Trust Office. Further, the CBAs are available for examination by Beneficiaries at the Trust Office. The Trustees may impose a reasonable charge to cover the cost of providing copies of the CBAs. Beneficiaries may wish to inquire as to the amount of the charges before requesting copies.

H. Information regarding the Family Medical Leave Act.

Please contact the Trust Office and/or your Employer if you would like to take advantage of your right to self-pay contributions under the Family and Medical Leave Act (“FMLA”). An Employee may be eligible to self-pay under FMLA for one of the following reasons:

- ❖ the birth and care of a newborn child of the Employee;
- ❖ the placement with the Employee of a child for adoption or foster care;
- ❖ to care for an immediate family member (spouse, child, or parent) with a serious health condition;
- ❖ a serious health condition that makes the Employees unable to work;
- ❖ any qualifying exigency arising out of the fact that the Employee’s spouse, son, daughter or parent is a covered military member on “covered active duty” (as defined in the FMLA); or
- ❖ to care for a covered servicemember with a serious injury or illness if the Employee is the servicemember’s spouse, son, daughter, parent or next of kin.

Please contact the Trust Office if you go on FMLA leave and would like to take advantage of your right to self-pay contributions under FMLA.

I. Information regarding Veterans’ Rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA).]

Please contact the Trust Office if you are a veteran leaving to, or returning from, active duty and would like to take advantage of your right to self-pay contributions under USERRA. You will be able to pay retroactively for the time of your active service duty, subject to certain restrictions.

J. Information regarding COBRA.

The General COBRA Notice is distributed attached to this Summary Plan Description when you initially begin contributions to the Plan. If you have not received or would like to request a copy of the General COBRA Notice, please contact the Trust Office. The General COBRA Notice is also posted on the Trust website at <http://ccebtrust.com>.

K. The source of contributions to the Trust.

Contributions to this Plan must be non-elective, as required by a Collective Bargaining Agreement or Special Agreement. They may be employer and/or employee contributions. Further, under certain circumstances required by federal law, Beneficiaries may make self-payment contributions.

L. The method that is used for the accumulation of assets.

Contributions are received by and held in trust by the Trust and are invested with the assistance of a professional investment manager, utilizing investment policies and methods consistent with objectives of this Plan and Employee Retirement Income Security Act of 1974 (ERISA) requirements.

M. The procedures governing Qualified Medical Child Support Order Determinations (QMCSO).

Beneficiaries can obtain, without charge, a copy of such procedures from the Trust Office.

N. The name and address of the agent for service of process.

Each member of the Board of Trustees is an agent for purposes of accepting service of legal process on behalf of the Plan. See addresses in Section 15 above. Service of legal process may be made upon a Trustee or the Trust Office, c/o Delta Fund Administrators 1234 W. Oak Street, Stockton , CA 95203.

O. Statement of Legal Rights.

- Rights of Plan Participants. Beneficiaries of the Community College Employees
-
- Benefit Trust are entitled to certain rights and protection under the federal Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:
 - Examine without charge at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing this Plan, including collective bargaining agreements, insurance contracts and a copy of the latest annual report filed by the Plan with the U.S. Department of Labor, and available at the Public Disclosure Room of the Employee Benefits Security Administration.
 - Obtain upon written request to the Plan Administrator, copies of documents governing the operation of this Plan, including insurance contracts, collective bargaining agreements, a copy of the latest annual report, and an updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
 - Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each enrollee with a copy of the summary annual report.
 - If there is a cessation of contributions to the Plan as a result of a COBRA

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qualifying event, you or your family members may be allowed to continue such contributions by self-payment. Review the General COBRA Notice and the Plan, Sections 2.2(b) - 2.2(d), for rules governing your COBRA continuation coverage rights.

- Prudent Actions by Plan Fiduciaries. In addition to creating rights for Trust beneficiaries, ERISA imposes obligations upon the persons who are responsible for the operation of this employee welfare benefit plan.

These persons who operate your Plan and Trust are called “fiduciaries” in the law. Fiduciaries must act solely in the interest of the Plan Beneficiaries and they must exercise reasonable prudence in the performance of their Plan and Trust duties. Fiduciaries who violate ERISA may be removed and required to make good any losses they have caused the Trust. No one, including an employer, may fire or otherwise discriminate against you to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

- Enforce Your Rights. If a claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, 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 that can be taken to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within thirty (30) days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court after exhausting the Plan’s administrative procedures. If a Plan fiduciary misuses the Plan’s money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if the court finds your claim to be frivolous.

- Assistance with Your Questions. If you have any questions about this Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your 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. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at (866) 444-EBSA (3272).
- Privacy Rights. The federal Health Insurance Portability and Accountability Act of

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1996 (HIPAA) requires special precautions of health benefit plans to protect the privacy of “protected health information.” In the course of providing benefit to you under this Plan, the Trust Office may acquire protected health information. Accordingly, the Plan has developed procedures to restrict access to protected health information to persons who need to know it in order to process, complete, or administer the Plan benefits. If you would like more details about your privacy rights, please contact the Trust Office. A HIPAA Privacy Notice is also contained in this Summary Plan Description.

COBRA GENERAL NOTICE

Retiree Medical Expense Reimbursement Plan of the Community College Employees Benefit Trust

<< IMPORTANT COBRA INFORMATION >>

THIS COBRA INFORMATION WILL INFORM YOU OF YOUR RIGHTS AND OBLIGATIONS UNDER COBRA. YOU AND YOUR SPOUSE SHOULD TAKE THE TIME TO READ THIS CAREFULLY.

Under this type of health plan, i.e., a retiree medical expense reimbursement plan, COBRA benefits mean the right to continue contributions to the Trust, in order to obtain certain Plan benefits after attaining the eligibility age. This Plan gives the Employee (or family member) the right to self-pay contributions into the Trust, which were formerly paid pursuant to a collective bargaining agreement or other special agreement while the Employee was working. If you have questions regarding the eligibility requirements under the Plan, or are in doubt about the application of COBRA under this Plan, please contact the Trust Office.

It is important to note that the type of continuation coverage under this Plan is unusual. Under this Plan, self-paid contributions (if sufficient, as explained below) would entitle the Qualified Beneficiary to reimbursement of a portion of your health premium or medical expense costs after termination, resignation or retirement from Sierra College and attainment of the eligibility age (currently 55),⁴ rather than health benefits insurance coverage for former employees of any age. That is, this Plan is intended for retiree reimbursement health benefits, not insurance coverage.

- 1. COBRA Generally.** You are a participant in the RETIREE MEDICAL EXPENSE REIMBURSEMENT PLAN (hereafter the “Plan”) of the COMMUNITY COLLEGE EMPLOYEES BENEFIT TRUST (hereafter the “Trust”), which provides reimbursement towards certain health premiums and medical expenses as defined in the Plan, after attaining the eligibility age and other eligibility requirements. Continued participation in any health plan is a right governed by a federal law called the Consolidated Omnibus Budget Reconciliation Act of 1985, commonly known as “COBRA.”⁵

THIS NOTICE GENERALLY EXPLAINS YOUR RIGHTS AND OBLIGATIONS

⁴ In a typical health plan, the COBRA right entitles the Employee to self-pay contributions to continue to receive health insurance coverage immediately following loss of employment. In contrast, this Plan does not pay reimbursements for premiums or medical expenses to terminated Employees until attainment of age 55. The Plan accepts contributions during active employment, which are held by the Trust and will be used by Employees to reimburse premiums and medical expenses after attaining age 55. In the event of the Employee’s death, payments to the Surviving Spouse will commence when the Surviving Spouse attains age 55 or if the Surviving Spouse is 55 at the time of the Employee’s death, then the month after the Employee’s death.

⁵ Public Law 99-272, Title X

UNDER COBRA, WHEN THE RIGHT TO SELF-PAYMENT OF CONTRIBUTIONS UNDER COBRA MAY BECOME AVAILABLE TO YOU AND WHAT YOU NEED TO DO TO PROTECT YOUR RIGHT TO MAKE COBRA SELF-PAYMENTS. YOU AND YOUR SPOUSE SHOULD TAKE THE TIME TO READ THIS CAREFULLY.

2. COBRA Coverage Means the Right to Self-Pay Continued Contributions to Plan

A. Application of COBRA to this Plan. Under this Plan, COBRA continuation coverage is the right to continue contributions to the Trust by self-payment, when contributions to the Trust would otherwise have ceased because of a certain life event known as a “Qualifying Event.” After a Qualifying Event, the Plan must offer each person who is a “Qualified Beneficiary” the COBRA right to self-pay contributions, which were formerly being forwarded pursuant to a collective bargaining agreement or special agreement. By offering a Qualified Beneficiary this right, generally, the Plan is offering that individual the ability to increase his or her benefits from the Plan in one of three ways:

- i) The ability to meet the eligibility requirement to receive a lifetime⁶ monthly reimbursement benefit from the Plan, which he/she may not otherwise have been able to meet (see **Section 2(B)** below);
- ii) To augment their monthly benefit, if the person had already met the eligibility requirement; and/or
- iii) To augment the total benefit amount available under Plan Section 3.2(c) to a participant who does not earn five year Active Service as defined in Plan Section 2.2.

You, your spouse, and your children could become Qualified Beneficiaries if contributions to the Trust on behalf of the covered employee cease due to a Qualifying Event.

B. Plan Eligibility Requirements. To be eligible to receive these health premium and medical expense reimbursement benefits after attaining eligibility age, this Plan requires that the Employee earn five (5) years of Active Service as defined in Section 2.2 of the Plan. Therefore, making COBRA self-payments could make you eligible, depending on how many years of Active Service you have earned at the time of the Qualifying Event.

Further, since the Plan also provides for a gradually increasing level of benefits based on the number of years of your contributions, you may be able to increase your monthly benefit level if you make additional contributions. It is important for you to determine whether making these additional contributions makes sense in your particular situation. If you choose to continue making contributions to this Plan, the number of your self-pay contributions is limited to the number allowed by COBRA, as stated in **Section 7** below.

C. Consequence of Non-Election If you do not choose to continue contributing to this Plan and you have not earned five (5) years of Active Service, you will only receive benefits that the

⁶ The Plan is currently written to provide benefits for most Retirees until death. However, this is not guaranteed. The Trustees reserve the right to modify or terminate benefits as necessary to preserve the financial soundness of the Plan.

Plan provides for those who do not earn 5 years of Active Service, i.e., the amount available to you for reimbursement of health premiums and medical expenses will be limited to the amount contributed to the Plan on your behalf during employment.

D. Widowed spouses and children. Widowed spouses and children may also have the right to continue self-payment under certain circumstances. Contact the Trust Office at the address in **Section 5** below for details.

3. Qualifying Events and Qualified Beneficiaries

A. An Employee as a Qualified Beneficiary. If you are an **Employee**, you will become a Qualified Beneficiary and have the right to self-pay contributions for yourself (and your beneficiaries), if contributions to the Trust on your behalf cease due to any of the following “Qualifying Events”:

- i) Termination of Employment. Your employment is terminated for any reason other than gross misconduct; or
- ii) Reduction of Work Hours. Your hours of employment are reduced.

Either of these Qualifying Events generally gives you the right to continue self-payment of contributions to this Plan.

B. The Spouse as a Qualified Beneficiary. If you are the **spouse of an Employee** covered by this Plan, you will become a Qualified Beneficiary and may have the right to self-pay contributions for yourself if contributions to the Trust on your spouse’s behalf cease due to any of

C. the following “Qualifying Events,”⁷ and provided that the Employee does not elect to self-pay contributions under COBRA*:

- i) Spouse’s Death. The death of your spouse; or
- ii) Termination of Spouse’s Employment. A termination of your spouse’s employment (for reasons other than gross misconduct); or
- iii) Reduction of Spouse’s Work Hours. A reduction in your spouse’s hours of employment.

*Note: Only one member of a family may make self-payment contributions in this type of health plan. If there are multiple Qualified Beneficiaries, for example a former employee and a spouse, you should confer together and decide whether electing to make COBRA self-pay contributions makes sense in your case, and which of you will make the election. It is important to note that due to the nature of this type of Plan, you do not each have independent rights to elect self-payment. This means that only one Qualified Beneficiary

⁷ Some health plans recognize the following Qualifying Events: 1) your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both) and 2) you become divorced or legally separated from your spouse. However, due to the structure of this Plan, these are not recognized Qualifying Events.

can self-pay.

D. A Child as a Qualified Beneficiary. If you are a **child of an Employee** covered by this Plan, you may become a Qualified Beneficiary and have rights to self-pay contribution to this Plan if contributions to the Trust on your parent's behalf cease due to any of the following Qualifying Events, and provided that the Employee parent or spouse does not elect to self-pay contributions under COBRA:⁸

- i) Death of Parent. The death of the parent who is the Employee; or
- ii) Termination of Parent's Employment. The termination of that parent's employment (for reasons other than gross misconduct); or
- iii) Reduction of Parent's Work Hours. A reduction in the parent's hours of employment, where neither the employee parent nor spouse elect to self-pay contributions under COBRA.

*See "Note" under **Section 3(B)** above.

4. Notification of Qualifying Event

A. Employer's Notification Responsibility. The Plan will offer the COBRA option to self-pay contributions to Qualified Beneficiaries only after the Plan Administrator has been notified that a Qualifying Event has occurred. When the Qualifying Event is the termination of employment, reduction of hours of employment, or death of the employee, your **employer** must notify the Plan Administrator of the Qualifying Event.

B. Qualified Beneficiary's Notification Responsibility. Under COBRA, the **Employee or a family member has the responsibility** to provide written notice, within the time limits described in **Section 4(C)** below, to the Trust Office of the occurrence of any of the following Qualifying Events:

- i) The occurrence of a second Qualifying Event after a Qualified Beneficiary has become entitled to self-pay contributions under COBRA for a maximum period of eighteen (18) months (or twenty-nine (29) months in the case of a disability, as described in **Section 6** below);
- ii) A Qualified Beneficiary is determined by the Social Security Administration to be disabled at any time prior to or during the first sixty (60) days of self-payment contributions; or
- iii) A Qualified Beneficiary, who was determined as disabled is subsequently determined by the Social Security Administration as no longer disabled.

C. Timing Requirements for Qualified Beneficiaries to Notify the Trust Office of Qualifying Events

⁸ Under some plans, a child losing Child status under the plan would be a Qualifying Event, but because of the plan design of this Plan, this event is not a Qualifying Event under this Plan.

- i) Qualifying Events Other Than Disability. The period of time for providing notice to the Trust Office of a second Qualifying Event, is **sixty (60) days after** the latest of:
- a) *Qualifying Event.* The date that the Qualifying Event occurs; or
 - b) *Contributions to the Trust Cease.* The date that contributions to the Trust cease or should cease as a result of the Qualifying Event; or
 - c) *The Date you Receive Notice.* The date that you are informed through this Notice of your responsibility to provide notice to the Trust Office and the Plan's procedures for providing such notice (see **Section 5** below).
- ii) Qualifying Event of Disability. The period of time for providing notice to the Trust Office of a disability determination is **sixty (60) days after** the latest of the following events (but no later than the end of the first eighteen (18) months period of self-payment contributions):
- a) *Determination by Social Security Administration.* The date of the disability determination by the Social Security Administration;
 - b) *Disability.* The date that the disability occurs;
 - c) *Contributions to the Trust Cease.* The date that contributions to the Trust cease or should cease as a result of the Qualifying Event; or
 - d) *The Date you Receive Notice.* The date that you are informed through this Notice of your responsibility to provide notice to the Trust Office and the Plan's procedures for providing such notice (see **Section 5** below).
- iii) Change of Disability Status. The period of time for providing notice to the Trust Office of a change in disability is **thirty (30) days after** the latest of:
- a) *Determination by Social Security Administration.* The date the Social Security Administration determines that you are no longer disabled; or
 - b) *Notice of Responsibility and Procedure.* The date on which you are informed through this Notice of the responsibility to provide notice and the Plan's procedures for providing notice to the Trust Office (see **Section 5** below)

- 5. Procedures for Notifying Plan of Qualifying Event.** Subject to the time limits in **Section 4(C)** above, a Qualified Beneficiary must provide written notice of the Qualifying Event(s), described in **Section 4(B)** above, to the Trust Office by either first class mail or facsimile (fax). The contact information for the Trust Office is as follows:

COMMUNITY COLLEGE EMPLOYEES BENEFIT TRUST
c/o Delta Fund Administrators
P.O. Box 2487

Stockton, CA 95201
Email: RMT@deltafund.com
Fax: (209) 940-5255

The notice of the Qualifying Event should include:

- A. Identifying Information of the Employee and Qualified Beneficiary. The name and social security number of the Employee and of the Qualified Beneficiary;
- B. Contact Information of the Filing Beneficiary. The current address and phone number of the Qualified Beneficiary who is filing the notice; and
- C. Information Relating to the Qualifying Event. The nature of the Qualifying Event and the date on which the Qualifying Event occurred.

When the Trust is notified that one of these Qualifying Events has occurred, it will, in turn, notify you about details concerning your election to continue your contributions to the Trust for the right to receive future benefits.

6. Maximum Length of COBRA Payments. Once you have elected to take advantage of your COBRA right to self-pay contributions, your initial payment is due within forty-five (45) days of your election. Subsequent periodic payments must be made on a monthly basis and are due on the first of each month, but no later than thirty (30) days following the first of the month. **You will not receive monthly reminders that payment is due.**

- A. First Qualifying Event. COBRA continuation coverage is a temporary continuation of self-payment of contributions.
 - i) 18 month period. When the Qualifying Event is a termination of employment or reduction in hours of employment, the law requires that you be given the opportunity to self-pay contributions for eighteen (18) months.
 - ii) 36 month period. When the Qualifying Event is death of the covered employee, the COBRA law requires that you be given the opportunity to continue to make contributions to the Trust by self-payment for thirty-six (36) months (three years).
- B. Second Qualifying Event Extension (18 month extension of the initial 18 month period). If a second Qualifying Event, other than termination of employment, occurs during the eighteen (18) month period of self-payment of contributions, the Plan beneficiaries may be eligible to receive an extension of up to eighteen (18) months of self-payment contributions, for a maximum of thirty-six (36) months. See **Sections 4 and 5** relating to notification requirements and procedure in the case of a second Qualifying Event.
- C. Disability Extension (11 month extension of the initial 18 month period). If a Qualified Beneficiary under the Plan is determined by the Social Security Administration to be disabled, the Plan beneficiaries may be eligible to self-pay for an additional eleven (11) months, for a total of twenty-nine (29) months. The disability would have to have started at some time before the 60th

day of the COBRA self-payment contributions and must last at least until the end of the 18-month period of self-payment contributions. See **Sections 4 and 5** relating to notification requirements and procedure in the case of disability.

Please note the cost you pay for the additional eleven (11) months may be approximately 50% higher than the amount of the first eighteen (18) months if the self-payment contributions include a disabled beneficiary and the extension of period for self-payment contributions would not be available in the absence of a disability.

7. Termination of COBRA Payments. The COBRA law provides that your right to continue COBRA payments may be terminated prior to the full self-payment period – eighteen (18), twenty-nine (29), or thirty-six (36) months – for any of the following reasons:

- A. The Trust no longer maintains the Plan; or
- B. Your employer no longer contributes to the Plan on behalf of employees; or
- C. The monthly self-pay contribution to the Trust under COBRA is not paid timely; or
- D. There has been a final determination that you are no longer disabled if you qualified to make an extra eleven (11) months of self-pay contributions based on disability.

You do not have to show that you are insurable to choose continued participation.

8. Refund of Contributions Erroneously Paid. Any self-paid contributions to the Plan made and accepted in error, shall be refunded to you by the Plan Administrator and shall not confer upon you any rights under the Plan if it is determined that you are ineligible to self-pay contributions. Any Active Service granted based on an erroneous contribution will be rescinded.

9. Questions about COBRA. If you have any questions about the Plan or your COBRA continuation self-payment rights, you should contact the Trust Office at the address and/or phone number appearing below.

COMMUNITY COLLEGE EMPLOYEES BENEFIT TRUST
c/o Delta Fund Administrators
P.O. Box 2487
Stockton, CA 95201
Email: RMT@deltafund.com
Phone: (800) 700-6762
Fax: (209) 940-5255

For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at www.dol.gov/ebsa.

10. Address Changes. In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in marital status or address of yourself and family members. Send all address changes to the Trust Office address stated in **Section 9** above. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

COBRA General Notice
Community College Employees Benefit Trust

NOTICE OF PRIVACY PRACTICES
WITH RESPECT TO PROTECTED HEALTH INFORMATION

Introduction: The Health Insurance Portability and Accountability Act of 1996 (HIPAA) contains a Privacy Rule pertaining to information, called protected health information, that identifies a particular individual and relates to the past, present, or future physical or medical condition of the individual, provision of health care to the individual, or payment for the provision of health care to the individual. The Community College Employees Benefit Trust is required to provide you with this Notice describing our duties and your rights with respect to protected health information and the manner in which it may be used or disclosed.

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU
MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS
TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

I. Our Duties Concerning Protected Health Information. As the administrative agent for the Board of Trustees of the Trust, we are required by law to maintain the privacy of protected health information according to the terms of the Privacy Rule and other applicable laws. We are also required to abide at all times by the terms of this Notice. Your rights and our duties as set forth herein are governed by extensive regulations about which you can obtain further information by contacting the Privacy Contact Officer identified in Section VII of this Notice.

If any applicable state or federal law imposes limitations upon uses and disclosures of protected health information that are more stringent than the limitations imposed under the Privacy Rule, we are required to adhere to those more stringent limitations.

II. Uses and Disclosures for Treatment, Payment, and Health Care Operations. Except with respect to uses or disclosures that require an authorization as described in Section IV of this Notice, we may use or disclose protected health information for treatment, payment, or health care operations as set forth in Paragraphs II.A – II.D, below, without obtaining your consent. We may elect to obtain your consent to use or disclose protected health information for such purposes, although we are not required to do so. Moreover, such consent shall not be effective to permit a use or disclosure of protected health care information that requires an authorization as described in Section IV of this Notice.

- A. For our payment of premium reimbursement claims. Payment includes but is not limited to actions concerning eligibility, coverage determinations (including appeals), and billing and collection. For example, the Trust may inform a provider or insurer whether a Trust beneficiary is entitled to premium reimbursement.
- B. For the payment activities of another covered entity or health care provider to whom we disclose the information. For example, the Trust may disclose its payment on a claim to another health plan, to coordinate payment of claims.
- C. To another covered entity for health care fraud and abuse detection or compliance or health care operations. For example, the Trust may disclose payment history to another reimbursement plan to investigate, and related functions that do not involve treatment, provided that each entity has or had a relationship with the individual to whom the information pertains and information disclosed pertains to that relationship.
- D. To disclose protected health information to the Board of Trustees of the Trust, as the plan fiduciary, as necessary for Trust administration. The Board has signed a certification, agreeing not to use or disclose PHI other than as permitted by the Plan documents, or as required by law.

III. Other Uses and Disclosures Permitted or Required Without Authorization. We may, by complying with the requirements specified in the Privacy Rule, use or disclose protected health information without your written consent or authorization, and without providing you the opportunity to agree or object to such use or disclosure, in the following circumstances:

- A. When and to the extent such use or disclosure is required by law.
- B. For public health activities or public health oversight authorized by law.
- C. When and to the extent required or authorized by law or authorized by you regarding child abuse, neglect, or domestic violence.
- D. To the extent authorized by order of a court or administrative tribunal or in response to a subpoena, discovery request, or other lawful process in a judicial or administrative proceeding.
- E. For law enforcement purposes, subject to appropriate safeguards, when required by law or by a judicial or administrative order, or in other circumstances involving the provision of information to law enforcement officials for the purpose of locating an individual, determining whether the individual has been the victim of a crime, reporting crime in emergencies, or if the information constitutes evidence of criminal conduct on our premises.
- F. For coroners, medical examiners, and funeral directors to perform their legal duties.
- G. For procurement, banking, or transplantation of cadaveric organs, eyes, or tissue.
- H. For research purposes where there is appropriate documentation of an alteration to or waiver of the individual authorization required for such use or disclosure of protected health information, and the researcher represents that the use of such information is necessary for the research and will be limited as required by the Privacy Rule.
- I. To prevent or lessen a serious and imminent threat to health or safety or enable law enforcement authorities to identify or apprehend an individual.
- J. For specialized government functions related to military personnel, veteran's benefits, national security, protective services, medical suitability determinations, law enforcement custodial situations, and public benefits programs.
- K. For compliance with workers' compensation and similar programs that provide benefits for work-related injury or illness regardless of fault.
- L. De-identified information, i.e., the Trust may disclose a Beneficiary's health information, if it does not identify the Beneficiary, and with respect to which there is no reasonable basis to believe the information can be used to identify the Beneficiary.

IV. Authorization Required for Other Uses and Disclosures. Uses and disclosures of protected health information other than those identified above will be made only with your written authorization. You may revoke such authorization at any time, provided that the revocation is in writing, except to the extent that we have taken action in reliance thereon or, if the authorization was obtained as a condition of obtaining insurance coverage, some other law provides the insurer with the right to contest a claim under the policy or the policy itself.

V. Individual Rights. All participants have the following rights with respect to protected health information that the Plan maintains about them:

- A. **Restrictions on Uses and Disclosures.** You may request that we restrict uses or disclosures of protected health information for the purposes of carrying out treatment, payment, or health care operations or locating and providing information to persons involved with your care or payment for your care.

We are not required to agree to your request unless the disclosure is to a health plan for the purposes of carrying out payment or health care operations (and is not for the purpose of carrying out treatment) and the protected health information pertains only to a health care item or service for which you have paid the

health care provider out-of-pocket and in full.

Except as described above, we are not required to agree your request. If we agree, we will be entitled to terminate our agreement with respect to protected health information created or received after we have notified you of the termination. Until then we will be required to abide by the restriction unless the information is required for purposes such as giving you emergency treatment; assisting the Secretary of Health and Human Services to investigate privacy complaints; including your name in a health care facility directory if you are incapacitated or in emergency circumstances; and circumstances described in Section III of this Notice in which an opportunity to agree or object need not be provided.

- B. Confidential Communications.** We must accommodate reasonable requests to have protected health information communicated to you in confidence by alternative means or at alternative locations. We may require your request to be in writing, state if appropriate how payment for the accommodation will be handled, specify an alternative method of contacting you, and state that disclosure of all or part of the protected health information could endanger you.
- C. Access for Inspection and Copying.** You may request access to inspect or copy protected health information that is maintained about you in a designated record set. If we grant your request we may provide the information requested or, with your consent, furnish an explanation or summary of the information. We may impose a reasonable fee for the costs of copying and mailing the information you have requested and costs to which you have agreed in advance for preparing an explanation or summary. If we deny your request in whole or in part we must, after excluding the information to which access is denied, provide access insofar as possible to other protected health information subject to your request.

We may in some circumstances deny your request without providing an opportunity for review, as when the information consists of psychotherapy notes or was compiled for use in a legal or administrative proceeding, and certain other circumstances. There are other circumstances in which we must provide an opportunity for review of our denial, as when the denial is based upon a determination that provision of the information is likely to cause substantial harm to you or another person. We must in all cases inform you in plain language of the basis for our denial and the means by which you can file a complaint with the Department of Health and Human Services or the Privacy Contract Officer identified in Section VII of this Notice if you believe our denial was improper.

- D. Amendments.** You may request amendments to protected health information maintained about you in a designated record set. If we accept your request in whole or in part, we must identify the information affected thereby, provide a link to the amendment, and make reasonable efforts to notify within a reasonable time persons disclosed by you or known to us who might foreseeably rely on the information to your detriment. We may deny your request if we determine that the information subject to your request is already accurate and complete, is not part of the designated record set, would not be available for inspection as described in Paragraph V.C, above, was not created by us, and in certain other circumstances.

If we deny your request in whole or in part, you will be entitled to submit a written statement of disagreement. We may submit a rebuttal statement. We will be required to identify the information subject to your request and provide a link to the request, our denial, and any statements of disagreement and rebuttal. We will also be required if asked by you to include your request for amendment and our denial with any future disclosures of the information subject to your request. If you submit a statement of disagreement, we will be required to include your request for amendment, our denial, your statement of disagreement, and any rebuttal statement with any subsequent disclosure of the information to which the disagreement relates. We must in all cases inform you in plain language of the basis for our denial and the means by which you can file a complaint with the Department of Health and Human Services or the Privacy Contract Officer identified in Section VII of this Notice if you believe our denial was improper.

- E. Accountings of Disclosures.** You may obtain an accounting of our disclosures of protected health information about you during any period up to six years before the date of your request. There are certain disclosures to which this right does not apply, such as disclosures made to you or for the purpose of

carrying out treatment, payment, and health care operations. In addition, we are required to suspend this right for disclosures to a health oversight agency or law enforcement official if the accounting might impede their activities. The first accounting will be provided without charge. A reasonable cost-based fee may be imposed for subsequent accountings within the same 12-month period. You will be entitled to avoid or reduce the fee by withdrawing or modifying your request.

- F. Paper Copies of this Notice.** Regardless of the form in which you have chosen to receive this Notice from us, you may receive a paper copy at any time from the Privacy Contact Officer identified in Section VII.

VI. Changes to Privacy Practices. We must change our privacy practices when required by changes in the law. We reserve the right to make other changes to our privacy practices or to this Notice that comply with the law. Whenever a change to our privacy practices materially affects the contents of this Notice, we will prepare a revised Notice and send it within 60 days to individuals then covered by the Plan. The Privacy Contact Officer identified in Section VII will also provide a current copy of this Notice upon request. A change to our privacy practices that requires a revision of this Notice may not be implemented before the effective date of the revised Notice. However, we reserve the right to make the terms of any revised Notice effective for all protected health information that we maintain.

VII. Additional Information and Complaints. You may as specified below obtain additional information and/or submit complaints regarding our duties and your rights with respect to protected health information:

- A. Privacy Contact Officer.** The rights and duties described in this Notice are subject to detailed regulations in the Privacy Rule. We have appointed a Privacy Contact Officer, whom you may contact at any time to obtain further information and assistance or a current paper copy of this Notice:

Privacy Contact Person
c/o Delta Fund Administrator
P.O. Box 2487
Stockton, CA 95201
Phone: (800) 700-6762
Email: RMT@deltafund.com

- B. Privacy Complaints.** You may file a Privacy Complaint whenever you believe that we are not complying with the Privacy Rule or the terms of this Notice. Complaints may be filed with the Privacy Contact Officer or the Secretary of the Department of Health and Human Services, Hubert Humphrey Building, 200 Independence Avenue S.W., Washington D.C. 20201. Complaints must be filed in writing and describe the acts or omissions about which you are complaining. A complaint to the Secretary must name the entity that is the subject of the complaint and be filed within 180 days of when you learned or should have learned about the act or omission complained of, unless this time limit is waived by the Secretary for good cause shown.

- C. No Intimidation or Retaliation.** No intimidation, discrimination, or retaliation shall be permitted against you for the exercise of your rights under the Privacy Rule or our privacy policies, including the right to file a Privacy Complaint.

VIII. Effective Date: This notice shall become effective on the 1st day of June 2015, and shall remain in effect until it is amended and a revised Notice is provided to you as described in Section VI.

PHI use and disclosure is regulated by federal law, 45 CFR parts 160 and 164 subparts A and E. This Notice attempts to summarize the regulations. The law and its regulations will supersede any discrepancy between this Notice and the law and regulations.

**From: BOARD OF TRUSTEES
COMMUNITY COLLEGE EMPLOYEES BENEFIT TRUST
Contact phone number: (800) 700-6762**