

SUMMARY PLAN DESCRIPTION

of the

PREMIUM REIMBURSEMENT PLAN FOR RETIREES

of the

**SANTA MONICA CITY EMPLOYEES COALITION
BENEFIT TRUST**

**Incl. COBRA General Notice
& HIPAA Privacy Notice**

Based on “Premium Reimbursement Plan for Retirees,”
amended and restated effective December 1, 2008,
and including Amendment No. 3.

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Dr. 11/10/14

**SANTA MONICA CITY EMPLOYEES COALITION BENEFIT TRUST
PREMIUM REIMBURSEMENT PLAN FOR RETIREES**

Summary Plan Description

HIGHLIGHTS OF THE PLAN:

- **Eligibility.** Generally, Employees¹ need to attain five years of Active Service under the Plan (or ten years of Active Service under the Plan if hired after December 31, 2008), during which time contributions are made to the Trust by the City of Santa Monica on the Employee's behalf; retire or cease employment with the City of Santa Monica after attaining age 50 and becoming eligible for retirement benefits; and attain age 58.
- **Benefits.** Your benefits from this Trust come in the form of reimbursement for certain medical premiums for coverage after retirement. Your reimbursement amount is limited to the monthly Benefit Amount. The Benefit Amount as of July 1, 2014, is \$325 per month, but subject to change.²
- **Claims Deadline.** You must submit your claims to the Trust Office with proof of payment of qualified Premiums within 90 calendar days after you pay the Premium to your insurance carrier.
- **Change of Address, Spouse or Children.** If you move or change your 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 Trust Office of any 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 the monthly Benefit Amount, submit any benefit claims, or request a copy of the Plan, you can contact the Trust Office at the following:

**Santa Monica City Employees Coalition Benefit Trust Office
c/o Delta Fund Administrators, attn: Ms. Jillian Canete
P.O. Box 2487, Stockton, CA 95201
E-mail: JCanete@deltafund.com
Phone: (800) 700-6762
Fax: (209) 940-5255**

NOTE: The questions and answers in this Summary Plan Description have been designed to provide you with key information about the Santa Monica City Employees Coalition Benefit Trust Premium Reimbursement Plan for Retirees, but they do not provide all the details and limitations of the Plan. Exact specifications are provided in the "Santa Monica City Employees Coalition Benefit Trust Premium Reimbursement Plan for Retirees," amended and restated December 1, 2008, and as amended thereafter. If there is a conflict between the contents of the Plan and the contents of the Summary Plan Description or any other descriptions, the terms of the Plan will prevail.

¹ Note that capitalized terms contained herein are defined in the formal Plan document.

² See Answer # 4 below for a detailed description of the type of expenses for which you will be reimbursed; and Answer #5 for more details about the monthly Benefit Amount.

**SANTA MONICA CITY EMPLOYEES COALITION BENEFIT TRUST
PREMIUM REIMBURSEMENT PLAN FOR RETIREES**

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SUMMARY PLAN DESCRIPTION

1. Who can participate?

Participation in the Plan is generally open to all Employees who are members of a bargaining unit represented in the Coalition of Santa Monica City Employees. In addition, the Plan is open to an individual who is a member of the Santa Monica City Council, and participates pursuant to a Special Agreement (as defined in the Trust Agreement). Participation for all individuals is dependent on the Employer making mandatory contributions to the Trust as required by a Memorandum of Understanding or Special Agreement.

2. Who is eligible for benefits?

An Employee described in No. 1 becomes an Eligible Retiree entitled to benefits under the Plan, generally, after the Employee meets all the following requirements:

- Earns five years of Active Service (or ten years of Active Service for employees hired after December 31, 2008), which is earned through full-time or permanent part-time employment with the City of Santa Monica with contributions to the Trust on the Employee's behalf for all periods of Active Service.
- Attains age 58.
- Retires or ceases employment with the City of Santa Monica after attaining age 50 and after becoming eligible for retirement benefits.

See Sections 2.1 – 2.2 of the Plan for details.

3. What are the benefits from the Trust?

After meeting the eligibility requirements, Eligible Retirees are entitled to monthly reimbursement toward the payment of Premiums, which include health insurance and/or long term care insurance premiums for coverage effective after becoming eligible for benefits. Reimbursement payments are subject to proper and timely submission of benefit claims. The amount of an Eligible Retiree's reimbursement payment is limited to the current Benefit Amount.

Cost Sharing. Also, it is important to remember that the Plan reimburses toward the cost of Premiums, but the Benefit Amount may not cover your entire health insurance premium. If the Benefit Amount does not cover the entire cost of your premium, you will be responsible for the balance of any premiums you owe in excess of the Benefit Amount.

4. What type of premiums 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). This covers a broad array of health insurance premiums, including premiums for your spouse's plan, individual insurance

policies and Medigap policies. In addition, premium payments for long-term care insurance are reimbursable up to the amount qualified under Code Section 7702B. All premium must be for insurance coverage in effect after the Beneficiary became eligible for benefits from this Plan.

Beneficiaries may check with the Trust Office to determine if a premium is a permissible reimbursement under the Plan. See Plan Section 1.17 for a full definition of Premiums reimbursable by the Plan.

5. What is the monthly Benefit Amount?

The Benefit Amount is the maximum monthly amount available to an Eligible Retiree for the reimbursement of Premiums. The Trustees set and periodically adjust the Benefit Amount. As of July 1, 2014, the Benefit Amount is \$325 a month. You may contact the Trust Office to check if there has been a change to the Benefit Amount.

Adjustments to Benefit Amount. The Trustees reserve the right and power to adjust the Benefit Amount up or down. Such adjustments, or termination of benefits, may apply to some or all current and/or 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 may be adjusted (up or down).

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

Starting the month after the death of the Eligible Retiree or the month after the otherwise Eligible Retiree would have attained age 58 (had he/she died prior to age 58), a Surviving Spouse receives the same monthly Benefit Amount as an Eligible Retiree. As of July 1, 2014, the monthly Benefit Amount is \$325. If there is no Surviving Spouse, the surviving children (if any), will receive a monthly benefit, starting the month after the Eligible Retiree's death. The monthly benefit for the surviving children will be 50% of the Benefit Amount, to be split amongst the surviving children for so long as they have Dependent status under the Plan. (Dependent status for children is defined by reference to the City of Santa Monica's eligibility for medical coverage).

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.

7. Does the Plan offer benefits for my Domestic Partner in the event of my death?

Yes, however, the monthly benefit level for a Surviving Domestic Partner is limited by federal law. Federal tax law provides that the aggregate amount of benefits paid to all Domestic Partners annually shall not exceed 3% of the total benefits paid annually under the Plan, which shall be calculated within thirty calendar days after the end of each Plan year. See Plan Section 3.2.

Domestic Partner is defined by reference to the definition of domestic partnership in Santa Monica Municipal Code Section 4.60.020. Generally, the monthly benefit for a Surviving Domestic Partner will be the same as for a Surviving Spouse, subject to the federal law limit 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. The Plan Administrator will request information concerning registered Domestic Partnerships.

8. 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, the Beneficiary must submit a written claim with proof of payment, within 90 calendar days after the date that the Beneficiary paid the Premium to:

**Santa Monica City Employees Coalition Benefit Trust Office
c/o Delta Fund Administrators, attn: Ms. Jillian Canete
P.O. Box 2487, Stockton, CA 95201
E-mail: JCanete@deltafund.com
Fax: (209) 940-5255**

Claim forms are available from the Trust Office.

To appeal a claim denial or eligibility determination, or seek clarification or enforcement of rights under the Plan, 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.

9. 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 Q&A 8 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.

10. What is the Plan Year?

The Plan year runs from January 1 to December 31.

11. What should I do if I change my address, spouse, or children?

It is the Participant's responsibility to notify the Trust Office of any change in mailing address, spouse 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:

**Santa Monica City Employees Coalition Benefit Trust Office
c/o Delta Fund Administrators, attn: Ms. Jillian Canete
P.O. Box 2487, Stockton, CA 95201
E-mail: JCanete@deltafund.com
Phone: (800) 700-6762
Fax: (209) 940-5255**

12. 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 employer to make required contributions, failure to properly submit proof of qualified Premiums, 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.
- A Surviving Spouse's benefits under the Plan will terminate upon the death of the Surviving Spouse.
- A surviving child's benefits under this Plan will terminate upon the loss of Dependent status under the Plan. Dependent status is determined by reference to the City of Santa Monica's eligibility requirements for medical coverage – please contact the City of Santa Monica for more information.
- Benefit coverage and Benefit Amounts may be modified or terminated pursuant to Article VI of the Plan and such changes may apply to some or all current and/or future Beneficiaries.
- Article XIII of the Trust Agreement addresses Plan termination. It requires that, assets of the Plan that remain after payment of expenses associated with termination be allocated and distributed to the Plan Beneficiaries in accordance with Code Section 501(c)(9).

13. What are the names, email addresses and street addresses of the Trustees?

You can reach the Trustees via mail or serve process on the Trustees through the following Trust Office address:

Santa Monica City Employees Coalition Benefit Trust Office
c/o Delta Fund Administrators

Summary Plan Description of the
Santa Monica City Employees Coalition Benefit Trust
Premium Reimbursement Plan for Retirees

Attn: Ms. Jillian Canete
1234 W. Oak Street
Stockton, CA 95203

The Trustee email addresses are as follows:

Jory Wolf, Board Chairperson jory.wolf@smgov.net	Executive Pay Plan
Mary Ann Yurkonis, Secretary mayurkonis@roadrunner.com	Rent Control Board
Lyn Beckett Cacciatore, Trustee Lyn.cacciatore@gmail.com	Public Attorneys' Union
Candace Tysdal, Trustee candacetysdal@gmail.com	Management Team Associates
Adhi Reddy, Trustee REDDY1785@gmail.com	United Transportation Union
Stephen Jones, Trustee socalkamaaina@yahoo.com	Municipal Employees Association
Annette Morales, Trustee annette.morales@smgov.net	Administrative Team Associates
Carl Olson, Trustee CPO4AJO@gmail.com	Supervisory Team Associates
Carlos Rubio, Trustee crubio@teamsters911.com	Teamsters
Claudia Brick, Trustee cfbrick@msn.com	Public Attorneys' Legal Support Staff Union

14. 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 "Santa Monica City Employees Coalition Benefit Trust Premium Reimbursement Plan," amended and restated effective December 1, 2008, and as amended thereafter (the "Plan"). The Plan is governed by the "Trust Agreement Governing the Santa Monica City Employees Coalition Benefit Trust," effective July 1, 2001, and as amended thereafter (the "Trust Agreement"). For a copy of the Plan or the Trust Agreement, please contact the Trust Office.

B. The name and address of the employee organization that established this Plan.

This Plan was established by the Coalition of Santa Monica City Employees, P.O. Box 3007, Santa Monica, CA 90408; email: coalitionsmce@verizon.net or contact@csmce.org.

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 30-6001608.

The Plan number is 501.

D. The type of plan.

The Plan is a welfare benefit plan providing health insurance reimbursement benefits to retirees. Beneficiaries may check with the Trust Office to determine if a particular insurance premium is a permissible reimbursement under the Plan.

E. The type of administration/Trust Office.

The Board of Trustees of the Santa Monica City Employees Coalition Benefit Trust administers the Plan. The contact information for the Trust Office is:

Santa Monica City Employees Coalition Benefit Trust Office
c/o Delta Fund Administrators, Attn: Ms. Jillian Canete
1234 W. Oak Street
Stockton, CA 95203
E-mail: JCanete@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 Santa Monica City Employees Coalition Benefit Trust. They may also 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 the “Memorandum of Understanding Setting the Terms and Conditions of Medical Insurance Coverage Between City of Santa Monica and Management Team Associates, Supervisory Team Associates, Administrative Team Associates, Municipal Employees Association, Public Attorney’s Union, Public Attorney’s Legal Support Staff Union, United Transportation Union (Local 1785), and Executive Pay Plan Participants,” effective January 1, 2012, through December 31, 2014, and as extended, amended or replaced thereafter (“MOU”). Beneficiaries of the Plan (i.e., Employees, Eligible Retirees, Eligible Retirees’ Spouses or Domestic Partners, Surviving Spouses and Domestic Partners, and surviving children), as defined in the Plan and Trust documents, may obtain copies of the MOU upon written request to the

Plan Administrator. Further, the MOU is available for examination by Beneficiaries at the Trust Office. The Trustees may impose a reasonable charge to cover the cost of providing copies of an MOU. Beneficiaries may wish to inquire as to the amount of the charges before requesting copies.

H. Information regarding the Family Medical Leave Act.

If a covered Employee ceases active employment due to an Employer-approved family or medical leave of absence in accordance with the requirements of the Family and Medical Leave Act (Public Law 103-3), or in accordance with any state or local law which provides a more generous medical or family leave and requires continuation of coverage during the leave, coverage will be continued under the same terms and conditions which would have applied had the Employee continued in active employment, provided the City of Santa Monica or the Employee continues to pay his/her contribution share toward the cost of coverage. Contributions will remain at the same Employer/Employee levels as were in effect on the date immediately prior to the leave (unless contribution levels change for other Employees in the same classification).

An FMLA leave will be deemed to terminate on the earlier of the following dates:

- The date the Employee uses up his/her FMLA leave entitlement.
- The date the Employee informs the Employer of his/her intent not to return from leave.

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. 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 military service and would like information about veterans' rights to self-pay contributions under USERRA.

J. Information regarding COBRA.

The COBRA General Notice is provided at the back of this Summary Plan Description. If you have not received or would like to request a copy of the COBRA General Notice, please contact the Trust Office.

K. The source of contributions to the Trust.

Contributions to this Plan must be non-elective, and are made by the City of Santa Monica, based on the Memorandum of Understanding with the Coalition of Participating Associations. Further, under certain circumstances, Beneficiaries may make self-payment contributions, as provided by COBRA or other federal law.

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. Service of legal process may be made upon a Trustee or the Trust Office at the address listed in Section 14E above.

O. Statement of Legal Rights.

- Rights of Plan Participants. Beneficiaries of the Santa Monica City Employees Coalition 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 (Form 5500 Series), 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 report upon request. The Plan Administrator is required by law to furnish each enrollee with a copy of this summary annual report.

If there is a cessation of contributions to the Plan as a result of a COBRA qualifying event, you or your family members may have to continue such contributions by self-payment. Review the COBRA General Notice and the Plan, Sections 2.2(b) and 2.2(c), for rules governing your COBRA continuation coverage rights.

If you have creditable coverage from another plan, you should be provided a certificate of creditable coverage, free of charge, from your Group Health Plan or health insurance issuer in certain circumstances when you lose coverage under the Plan.

- 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 members to prevent them from obtaining a welfare benefit or exercising their rights under ERISA.

- Enforce Your Rights. If a claim for a welfare benefit is denied or ignored, in whole or in part, Beneficiaries 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

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Premium Reimbursement Plan for Retirees

(3272).

- Privacy Rights. The federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) requires special precautions be taken by health benefit plans to protect the privacy of “protected health information.” In the course of providing benefits 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. The HIPAA Notice of Privacy Practices is attached to this document. If you would like more details about your privacy rights, please contact the Trust Office.

CIRCULAR 230 NOTICE.

TO ENSURE COMPLIANCE WITH REQUIREMENTS IMPOSED BY THE IRS, WE INFORM YOU THAT ANY U.S. FEDERAL TAX ADVICE CONTAINED IN THIS COMMUNICATION (INCLUDING ANY ATTACHMENTS) IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF (I) AVOIDING PENALTIES UNDER THE INTERNAL REVENUE CODE OR (II) PROMOTING, MARKETING OR RECOMMENDING TO ANOTHER PARTY ANY TRANSACTION OR MATTER ADDRESSED HEREIN.

COBRA GENERAL NOTICE
of the
SANTA MONICA CITY EMPLOYEES COALITION 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 premium reimbursement plan, COBRA benefits mean the right to continue contributions to the Trust, in order to obtain certain Plan benefits after retirement. This Plan gives the Employee (or family member) the right to self-pay contributions into the Trust, which were formerly being paid pursuant to a collective bargaining agreement or other special agreement while the Employee was working. The Employee, generally, has the right to continue self-payments for 18 months, and the family member, generally for 36 months.

For employees hired prior to January 1, 2009, this Plan requires five (5) years of Active Service¹ to be eligible for benefits (or 10 years of Active Service for employees hired after December 31, 2008). Therefore, this COBRA self-pay option is only worthwhile to the Employee or family member if the Employee experienced a Qualifying Event within 18 months (or 36 months for the family member) of earning the five (5) years (or 10 years, if applicable) of Active Service. Of course, the other Eligibility Rules required by the Plan must have been met as well. 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 care premium costs after retirement,² rather than health benefits immediately following active employment. That is, this Plan is for retiree health benefits, not benefits soon after termination of active employment.

- 1. COBRA Generally.** You are a participant in the “Premium Reimbursement Plan for Retirees” (hereafter the “Plan”) of the Santa Monica City Employees Coalition Benefit Trust (hereafter the “Trust”), which provides reimbursement towards certain health care premium costs, as defined in the Plan, after retirement. 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.”³

¹Generally, Active Service is accrued during full-time employment with a participating employer and/or during the period of COBRA self-payments. See Section 2.2 of the Plan for details.

² In a typical health plan, the COBRA right entitles the Employee to self-pay contributions to continue to receive health coverage immediately following loss of employment. In contrast, this Plan does not pay coverage to terminated Employees until retirement. The Plan accepts contributions during active employment, which are held by the Trust and will be used by Employees to purchase health coverage after retirement. In the event of the Employee’s death, payments to the Surviving Spouse will commence the month after the Employee would have attained age 58.

³Public Law 99-272, Title X

THIS NOTICE GENERALLY EXPLAINS YOUR RIGHTS AND OBLIGATIONS 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 for Benefits After Retirement.

A. The 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 their benefits from the Plan in the following way:

i) The ability to meet eligibility requirements to receive a lifetime⁴ monthly reimbursement benefit from the Plan after retirement, which he/she may not otherwise have been able to meet (see **Section 2(B)** below).

You, your spouse, and your dependent 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 premium reimbursement benefits after retirement, this Plan requires that an Employee hired prior to January 1, 2009 earn five (5) years of Active Service (or 10 years if the Employee was hired after December 31, 2008). Active Service is 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. 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.

We urge to consult with your personal tax advisor on this matter. Note that the contributions will be made with ‘after-tax dollars.’

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 (or 10 years, if applicable), you will forfeit any benefits, contributions made, and Active Service earned under this Plan.

⁴ 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.

- D. Surviving spouses and children. Surviving 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 the following “Qualifying Events,”⁵ 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, provided that your spouse does not elect to self-pay contributions under COBRA.

*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 can self-pay.

- C. If you are a **Dependent 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,⁶

⁵ Applicable to typical health plans, but not applicable to this Plan are 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.

⁶ Some health plans recognize the following Qualifying Events: 1) the parent becomes entitled to Medicare benefits (under Part

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and provided that the Employee parent or spouse does not elect to self-pay contributions under COBRA*:

- i) Death of Parent. The death of the covered parent; or
- ii) Termination of Parent's Employment. The termination of the covered 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** has the obligation to notify the Plan Administrator of the Qualifying Event. However, we encourage the employee to also give notice to the Plan, in case the employer fails to do so.
- 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); or
 - 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.
 - i) Qualifying Events Other Than Disability. The period of time for providing notice to the Trust Office for the occurrence of a second Qualifying Event is **sixty (60) days after** the latest of:
 - a) Qualifying Event. The date that the Qualifying Event occurs; or

A, Part B, or both); 2) the parents become divorced or legally separated and 3) the child loses dependent child status under the Plan. However, due to the structure of this plan, these are not recognized Qualifying Events.

- 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:

Santa Monica City Employees Coalition Benefit Trust
c/o Delta Fund Administrators
Attn: Ms. Jillian Canete
P.O. Box 2487
Stockton, CA 95201
Fax: (209) 955-4190

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 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 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.

Santa Monica City Employees Coalition Benefit Trust
c/o Delta Fund Administrators
Attn: Ms. Jillian Canete
P.O. Box 2487
Stockton, CA 95201
Phone: (800) 700-6762
Fax: (209) 955-4190

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.

**SANTA MONICA CITY EMPLOYEES COALITION 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 Santa Monica City Employees Coalition 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 Person 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 protected health information 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 required to agree to your request only if the disclosure is for the purpose of carrying out payment or health care operations (and is not for the purpose of carrying out treatment) for a health care item or service for which you have paid the health care provider out-of-pocket in full.

Except as described above, we are not required to agree to 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 Person 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 Person 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 Person 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 Person 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 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 Person.** The rights and duties described in this Notice are subject to detailed regulations in the Privacy Rule. We have appointed a Privacy Contact Person, whom you may contact at any time to obtain further information and assistance or a current paper copy of this Notice:

Privacy Contact Person
Delta Fund Administrators
1234 W. Oak Street
Stockton, CA 95203
Phone: (800) 700-6762
Fax: (209) 955-4190

- 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 Person 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

Notice of Privacy Practices
SANTA MONICA CITY EMPLOYEES
COALITION BENEFIT TRUST

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 3rd day of May 2012, 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
SANTA MONICA CITY EMPLOYEES COALITION BENEFIT TRUST
Trust Office phone number: (800) 700-6762**