

INLAND EMPIRE ELECTRICAL WORKERS
WELFARE TRUST FUND

SBA FOR RETIREES

SUMMARY PLAN DESCRIPTION AND PLAN DOCUMENT

April 1, 2019

INTRODUCTION

To Retirees and Eligible Dependents

We are pleased to provide you this Plan Document and Summary Plan Description (Plan/SPD) which describes the Supplemental Benefits Account (SBA) for eligible retirees and their dependents for the Inland Empire Electrical Workers Welfare Trust Fund (Trust), effective April 1, 2019.

This Booklet contains the Plan's eligibility rules for benefits generally, a description of the available benefits, continuation rights, the claims and appeal procedures and other information. It also contains the Summary Plan Description information required by the Employee Retirement Income Security Act of 1974 (commonly known as ERISA) and other statutory information.

Please Note: the Inland Empire Electrical Workers Welfare Trust also provides other SBA and medical and prescription drug plans to eligible participants. These benefits are described in separate Booklets. You may obtain copies of these Booklets from the Trust Administrator at:

Rehn & Associates
P.O. Box 5433
Spokane, WA 99205
509-534-0600 or 800-872-8979

The Trust can provide benefits only to the extent that monies are currently available to pay for the costs of such benefits. Trust benefits are not guaranteed and no individual has a vested right to Trust benefits. Pursuant to the terms of the underlying Trust Agreement, the Board of Trustees has the sole authority and discretion to determine the Trust's benefits, the conditions of eligibility, and to make any changes they determine are necessary, including termination of the Plan.

If you would like further information or assistance, please call or write the Trust Administrator.

Sincerely,

Board of Trustees

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PURPOSE OF THE PLAN

This Plan is intended to qualify as an employer-sponsored health reimbursement arrangement, as defined under IRS Notice 2013-54, as well as a “retire-only” plan exempt from certain provisions of the ACA and will be interpreted as such.

The Plan is available to former employees that worked under a collective bargaining agreement or other agreement which required contributions be made to the Trust (Retirees) and their Eligible Dependents who meet the eligibility requirements set forth below, establish an account in the Plan and otherwise comply with this Plan Document. Eligible Retirees may use amounts transferred to their accounts to reimburse Eligible Health Expenses as defined below.

Please ensure that you keep the Administrative Office up to date on your contact information and dependent information. If you change your phone number, mailing address or email address, please contact the Administrative Office immediately to notify them of the change.

We recommend that you keep this Plan Document and Summary Plan Description with your important papers so you can refer to it when needed.

The Board of Trustees maintains sole authority to interpret the terms of this Plan and all administrative policies as well as make final decisions regarding benefits. Benefits under this Plan will be paid only if and when the Board of Trustees, or their delegated decision-making authority, in their sole discretion, decides the participant or beneficiary is entitled to benefits under the terms of the Plan. The decisions of the Board in such matters are final and binding on all persons dealing with the Plan or claiming a benefit from the Plan. If the Plan makes inadvertent, mistaken, excessive, erroneous or fraudulent payment of benefits, the Trustees or their representative will have the right to recover these types of payments. The Board of Trustees reserves the right to change, modify, or discontinue all or part of the benefits in this booklet at any time by action or amendment.

This Plan/SPD is intended to explain the Inland Empire Electrical Workers Welfare Trust Retiree-Only SBA Plan in a manner that you can easily understand. If you have any questions after reading this document, please contact the Administrative Office at 509-534-0600 or 800-872-8979.

DEFINITIONS

ACA – Patient Protection and Affordable Care Act

Active Plan – the Inland Empire Electrical Workers Welfare Trust Fund Health and Welfare Plan

Active SBA – Supplemental Benefits Account to which employer contributions are submitted under the Active Plan to reimburse eligible expenses while you are actively working.

Contributing Employer – an employer who is obligated, pursuant to the terms of a collective bargaining agreement or other agreement, to submit contributions on your behalf to the Inland Empire Electrical Workers Welfare Trust Fund

Retiree-Only SBA – Supplemental Benefits Account to reimburse eligible expenses after your retirement available only to retirees who meet the eligibility requirements described herein

Plan – the Inland Empire Electrical Workers Welfare Trust Fund SBA for Retirees

Trust – the Inland Empire Workers Welfare Trust Fund

ELIGIBILITY

If you were a participant in the Inland Empire Electrical Workers Welfare Trust Fund Health Plan (“Active Plan”) and maintained an Active SBA account, once you retire, you are eligible to transfer your Active SBA account balance, if any, to a Retiree-Only SBA account under this Plan. There are no ongoing contributions to this Plan. In order to be considered retired for purposes of this Plan, you must meet the following requirements:

- You must not be covered under the Active Plan;
- You must be age 60 or older or be eligible for Medicare; and
- You must submit a written application to transfer your Active SBA account and enroll in this Plan

Before you reach your 65th birthday, you will receive a notice from the Administrative Office of the option to enroll in this Plan if you meet the above requirements.

DEPENDENTS

Your Retiree-Only SBA account may be used to reimburse expenses incurred by yourself or any of your eligible dependents. An eligible dependent is:

- (1) Your spouse (to whom you are legally married);
- (2) An eligible child who is one of the following:
 - A natural offspring of either you or your spouse
 - A legally adopted child

- A child placed with you for the purpose of legal adoption in accordance with state law. Placed for adoption means assumption and retention by you of a legal obligation for total or partial support of a child in anticipation of adoption of such child
- Children covered under a qualified medical child support order (QMSCO)
- A stepchild, foster child or a child for whom you are the court-appointed legal guardian

You will remain eligible for reimbursement of eligible medical expenses for you and your qualifying dependents as long as you have an account balance in the Retiree-Only SBA. When your account balance reaches zero, you will no longer be eligible to participate in the Plan.

ENROLLMENT

If you meet the eligibility requirements as described above, you may enroll in the Plan at any time. You must contact the Administrator to obtain the required enrollment forms.

Rehn & Associates
P.O. Box 5433
Spokane, WA 99205
509-534-0600 or 800-872-8979

You will have the opportunity to opt out of and waive future reimbursements from the Plan at least annually. You must notify the Plan of your eligible dependents and enroll them as required by the Administrative Office and provide any necessary documentation requested (i.e. marriage certificate, birth certificate, etc.). If you acquire a new dependent, you must enroll them prior to submitting an eligible claim for reimbursement on their behalf.

Your Account Balance will reflect only the amount that has been transferred from your Active SBA account. No additional contributions will be made to your Retiree-Only SBA account. Once you have established your Retiree-Only SBA account, you may use those sums to reimburse Eligible Medical Expenses, pay for individual coverage provided through a health plan exchange, or pay for Medicare supplemental plans. Eligible Medical Expenses are further described below.

CLAIM REIMBURSEMENT RULES

In order for the Plan to reimburse a claim, you must meet the following requirements:

- The amount available for reimbursement is limited to the balance of your Retiree-Only SBA account at the time the claim is submitted. If claims are mistakenly paid in excess of your account balance, you will be responsible for reimbursing the Plan for such excess amount.
- The claim must be for an expense that is not covered by other insurance available to you or your eligible dependents. If the claim is reimbursed through another account or program, it will not be reimbursed under the Plan.
- The claim must be for an eligible medical expense as identified in Section 213(d) of the Internal Revenue Code and IRS publication 502.

- You must be enrolled in the Retiree-Only SBA when the claim is incurred. Any claim incurred prior to enrollment in the Plan will not be payable. Prior to enrollment, please ensure that all previously incurred claims have been submitted for reimbursement under the Active SBA Plan. A claim is incurred when the care or service giving rise to the expense is provided.

SUBMITTING A CLAIM

All claims must be submitted to the Administrative Office by completing and signing a Claim Form. Please contact the Administrative Office to obtain a Claim Form.

Rehn & Associates
P.O. Box 5433
Spokane, WA 99205
509-534-0600 or 800-872-8979
www.ewwellpower.com

The claim will require substantiation of your claim pursuant to IRS rules. This will require a copy of your itemized bill, or other documentation such as an Explanation of Benefits (EOB) showing the date the expense was incurred, services rendered, dollar amount and provider. You will also be required to certify that the claim is reimbursable under the Plan and that it has not been reimbursed by another source, nor is it eligible to be reimbursed by another source. Claims with missing or illegible information will be denied, pending re-submission with required information.

Once your claim has been reviewed, processed and approved, you will receive reimbursement via check or direct deposit. The Administrative Office will pay benefits at least every two weeks. Should the Plan reimburse a claim which it later determines to be improper, you will be required to reimburse the Plan.

RETURN TO WORK RULES

After transferring your Active SBA account to your Retiree-Only SBA account, if you return to work for a Contributing Employer and become covered under the Active Plan your Retiree-Only account will be frozen. You will not lose the balance of your Retiree-Only account and eligible claims incurred prior to returning to work and becoming covered under the Active Plan may still be reimbursed under this retiree-only Plan. Upon your return to work you will be eligible to again establish an Active SBA account. Any claims incurred after you return to work and become covered under the Active Plan may be paid through your newly established Active SBA account.

Once you again retire or cease working for a Contributing Employer and are no longer covered or eligible for coverage under the Active Plan, you may again transfer your Active SBA account balance to your Retiree-Only SBA account. Please remember, only claims incurred after your account balance has been transferred to the Retiree-Only SBA will be eligible for reimbursement under this Plan.

DEATH BENEFITS

If you die prior to exhausting your account balance, your eligible dependent(s) may request to use the remainder of your account balance. If your dependent(s) request to use the remainder of your account, the dependent(s) will be able to continue to submit claims for reimbursement following your death and until your account balance is zero. There is no cash payout of your Retiree-Only SBA account.

TERMINATION

Your participation in the Plan will cease at the earlier of:

- The date on which you opt-out of the Retiree-Only SBA
- The date on which you die without an Eligible Dependent
- The date your account balance reaches zero
- The date the Trustees decide to terminate your participation due to fraudulent misrepresentations to the Plan, including certifications you make when submitting a claim
- The date the Trustees decide to terminate the Plan

If your participation is terminated for any reason above other than exhausting your account balance, the balance of your account will be forfeited to the Plan. Forfeited amounts will be used for administrative expenses. Forfeited amounts will not revert to the Contributing Employer. Please remember that there is no cash payout of your Retiree-Only SBA account.

CLAIMS AND APPEALS PROCEDURE

The Administrative Office will issue a determination on a claim for reimbursement within thirty (30) days of receiving a claim. This time period may be extended by fifteen (15) days if the extension is necessary due to circumstances beyond the control of the Administrative Office and notice of the extension is provided. If prior to the expiration of the initial fifteen (15) day extension special circumstances warrant an additional fifteen (15) days you will be notified of such an extension and provided the reasons why. If the reason for the extension is based on failure to provide all required information, the Administrative Office will notify you of what you need to provide. In no event will an extension exceed sixty (60) days from the date of expiration of the initial time period.

If your claim is denied, you will receive written notice with an explanation of the reasons for the denial. If the claim is denied due to failure to submit required information, you will be notified of the outstanding information needed. If the claim is denied based on an internal rule or guideline, you will be provided a copy of that rule or guideline.

If your claim is denied and you disagree with the determination, you may submit an appeal to the Board of Trustees. All appeals must be submitted in writing and must be received within 180 days of your receipt of the denial of the claim. Your written request should contain the reasons you disagree with the denial and any additional evidence you wish to provide. You may submit any records, documents or comments related to your appeal to the Administrative Office. Any information submitted will be

considered on review regardless of whether said information was included in the original claim. You may request, free of charge, reasonable access to and copies of documents, records and other relevant information related to your claim.

The Board of Trustees has the sole authority to make the determination on appeal. Hearings on appeals will be conducted at least quarterly and an appeal must be received at least thirty (30) days prior to the scheduled meeting to be considered. If the appeal is not received at least thirty (30) days prior to the meeting, your appeal will be considered at the following quarterly meeting.

Notification of the Trustees' determination will be sent to you within five (5) business days of the hearing. If appropriate, a more detailed explanation of the reasons for the decision will be sent to you within thirty (30) days of the hearing. This notification will include the reasons and basis for the decision. If the Trustees' cannot make a determination, the appeal may be deferred to the next meeting and you will be notified.

If you disagree with the Trustees' determination, you have the right to bring a civil claim against the Plan under ERISA § 502(a). The only information to be considered will be that which was included in your appeal and you must prove that the Trustees made an error of law or fact in their determination or that they acted arbitrarily and capriciously in their determination.

ADMINISTRATIVE INFORMATION

Name of Plan

Inland Empire Electrical Workers Welfare Trust SBA for Retirees

Name, Address and Telephone Number of The Lead Plan Sponsor

Board of Trustees of the Inland Empire Electrical Workers Welfare Trust
P.O. Box 5433, Spokane, WA 99205
509-534-0600 or 800-872-8979

The Plan is maintained by more than one employer pursuant to collective bargaining. For information about any employer that may be participating in the Trust, please contact the Administrative Office.

Employer Identification Number (EIN)

91-6062784

Plan Number

002

Type of Plan

This Plan is a welfare benefit plan which provides health reimbursement account benefits to retirees. This Plan is a retiree only plan.

Type of Administration

The Plan benefits are administered under a contract with the Trust Administrator, Rehn & Associates.

Name, Address and Telephone Number of Plan Administrator

Board of Trustees of the Inland Empire Electrical Workers Welfare Trust
P.O. Box 5433, Spokane, WA 99205
509-534-0600 or 800-872-8979

Names, Titles and Addresses of Board of Union Trustees

Ken Brown (Secretary) Local Union #73 IBEW, 1616 N Washington Spokane, WA 99205
(509) 326-2182, (509) 325-6344 Fax, ken_brown@ibew73.org

Tim Murray, IBEW Local 112, 4505 Desert Plateau Dr. Pasco, WA 99301
(509) 735-0512 (509) 735-0514 Fax, surfcatt@msn.com

Travis Swayze, IBEW Local 112, 2637 W Albany, Kennewick, WA 99336 (509) 735-0512
(509) 735-0514 Fax, ibew112tswayze@owt.com

Gordon Valley, IBEW Local #73, N 1616 Washington, Spokane, WA 99205 (509) 326-2182
(509) 325-6344 Fax, Gordon_vally@ibew73.org

Names, Titles And Addresses Of Board Of Employer Trustees

David Chally, Inland Empire Chapter NECA, N 1715 Atlantic St., Spokane, WA 99205
(509) 328-9670 (509) 328-4709 Fax, iec@necaspokane.org

Andy Dahlman (Chairman), Aztech Electric, 5204 East Broadway, Spokane WA 99221
536-6200 ext. 105 , 536-6355 Fax, kathy@aztech-electric.com

Mitchell "Mitch" Murphy, Sierra Electric, 3508 Stearman Ave, Pasco, WA 99301, PO Box 2345
Pasco, WA 99302, (509) 542-8682 (509) 542-8684 Fax, mitch.murphy@mail.com

Dave Peterson, Peterson Electric, Inc., 5622 N. Myrtle St., Spokane, WA 99217 (509) 489-1950 (509)
489-1841 Fax, dave@petersonelectric.com

Agent for Service of Legal Process / Trust Administrator

Rehn & Associates, P.O. Box 5433, Spokane, WA 99205.
509-534-0600 or 800-872-8979

Plan Contributions and Funding

The Plan is funded by employer contributions submitted to the Trust and transferred from the Active SBA. No employee or employer contributions are permitted to the Retiree-Only SBA Plan.

Expenses of operating the Retiree-Only SBA Plan are paid by a \$1.50 per month account fee which is deducted from your account monthly.

Your account will be invested into funds set forth by the Board of Trustees per their Investment Policy. If you have any questions about the investments, please contact the Trust Administrator at (509) 534-0600 or (800) 872-8979.

Entities Used for Accumulation of Assets and Payment of Benefits

The employer contributions are received and held in the Trust, which pays for benefits.

Plan Year

The Plan Year is July 1st through June 30th

Eligibility, Termination of Eligibility, And Benefits:

Benefits, eligibility and termination of eligibility requirements are as described in this summary plan description. If at any time you are unable to locate your summary plan description, an additional copy may be obtained from the Administrative Office.

Plan Amendment and Termination Provisions

The Board of Trustees has the absolute discretion to amend or terminate the Plan or Trust at any time, or replace the Plan with a new Plan. If the Plan or Trust is terminated, participants and beneficiaries will not have any further rights, other than the payment of benefits for covered expenses incurred before the Plan or Trust was terminated. The amount and form of any final benefit will depend on any contract provisions affecting the Plan.

Plan Interpretation

The Board of Trustees has the responsibility and authority to construe, interpret and apply all of the terms of the Plan and to make factual determinations. In exercising such responsibility and authority, the Board of Trustees will rely on available expertise and resources from the Trust Administrator and other service providers to the Plan. The Board of Trustees will make every effort to exercise its authority in a fair and consistent manner.

Information to Be Furnished

You are required to sign documents and to provide the Board of Trustees and the Trust Administrator with information and evidence as may reasonably be requested from time to time for the purpose of administration of the Plan.

QMCSO Procedures

A participant may obtain, without charge, a copy of the procedures governing the Plan's Qualified Medical Child Support Order ("QMCSO") determinations from the Trust Administrator.

WEBSITE

The Inland Empire Electrical Workers Welfare Trust Fund has established a website to provide you with immediate access to your Plan information. The site, located at www.ewwellpower.com, includes the following Fund related general material:

- HIPPA Privacy Notice and Information

This site will also provide a link to your personal information, which may be viewed through a secure location. This information requires the entry of your user name and password, which you can set up by contacting the Trust Office. The following are included on your personal site:

- Personal Information – name, address, gender, birth date, marital status, etc.
- Eligibility Information and Enrollment Forms
- Dependent Enrollment Information
- Account Balance
- Claim Submission Forms
- This Summary Plan Description Booklet – including recent changes to your Plan

If you have any questions about the contents of the website or access to your personal information, please contact the Trust Office at 509-534-0600 or 800-872-8979.

STATEMENT OF ERISA RIGHTS

As a participant under the Inland Empire Electrical Workers Welfare Trust, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants shall be entitled to:

i. Receive Information About Your Plan and Benefits

Examine, without charge, at the Trust Administrator's office and at other specified locations, all documents governing the Plan, including collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Trust Administrator, copies of documents governing the operation of the Plan, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary Plan descriptions. The Trust Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Trust Administrator is required by law to furnish each participant with a copy of this summary annual report.

ii. Continue Group Health Plan Coverage

Continue health care coverage for your Eligible Dependents if there is a loss of coverage under the Plan as a result of a qualifying event under COBRA. There may be a fee for such coverage.

iii. Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your former Employer, your Union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

iv. Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take 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 30 days, you may file suit in a federal court. In such a case, the court may require the Trust 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 Trust 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. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that the Plan fiduciaries misuse 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 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 sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

v. Assistance with Your Questions

If you have any questions about your Plan, you should contact the Administrative Office. If you have any questions about this statement or about your rights under ERISA, 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 NW, 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.

NOTICE OF PRIVACY PRACTICES

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.

Pursuant to regulations issued by the federal government, the Fund is providing you this Notice about the possible uses and disclosures of your health information. Your health information is information that constitutes protected health information as defined in the Privacy Rules of the Administrative Simplification provision of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As required by law, the Fund has established a policy to guard against unnecessary disclosure of your health information. This Notice describes the circumstances under which and the purposes for which your health information may be used and disclosed and your rights in regard to such information.

Protected Health Information

Protected health information generally means information that: (1) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (2) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; and

(3) identifies the individual, or there is a reasonable basis to believe the information can be used to identify the individual.

Use and Disclosure of Health Information

Your health information may be used and disclosed without an authorization for the purposes listed below. The health information used or disclosed will be limited to the “minimum necessary,” as defined under the Privacy Rules.

To Make or Obtain Payment. The Fund may use or disclose your health information to make payment to or collect payment from third parties, such as other health plans or providers, for the care you receive. For example, the Fund may use your health information to pay claims, or share information regarding your coverage or health care treatment with other health plans to coordinate payment of benefits.

To Facilitate Treatment. The Fund may disclose information to facilitate treatment which involves the provision, coordination or management of health care or related services. For example, the Plan may disclose the name of your treating physician to another treating physician for the purpose of obtaining x-rays.

To Conduct Health Care Operations. The Fund may use or disclose health information for its own operations to facilitate the administration of the Fund and as necessary to provide coverage and services to all of the Fund’s participants. Health care operations include such activities as: contacting health care providers; providing participants with information about health-related issues or treatment alternatives; developing clinical guidelines and protocols; conducting case management, medical review and care coordination; handling claim appeals; reviewing health information to improve health or reduce health care costs; participating in drug or disease management activities; conducting underwriting, premium rating or related functions to create, renew or replace health insurance or health benefits; and performing the general administrative activities of the Fund (such as providing customer service, conducting compliance reviews and auditing, responding to legal matters and compliance inquiries, including cost management and planning related analyses and formulary development, and accreditation, certification, licensing or credentialing activities).

In Connection with Judicial and Administrative Proceedings. If required or permitted by law, the Fund may disclose your health information in the course of any judicial or administrative proceeding in response to an order of a court or administrative tribunal as expressly authorized by such order or in response to a subpoena, discovery request or other lawful process. The Fund will make reasonable efforts to either notify you about the request or to obtain an order protecting your health information.

When Legally Required For Law Enforcement Purposes. The Fund will disclose your health information when it is required to do so by any federal, state or local law. Additionally, as permitted or required by law, the Fund may disclose your health information to a law enforcement official for certain law enforcement purposes, including, but not limited to, if the Fund has a suspicion that your death was the result of criminal conduct or in an emergency to report a crime.

To Conduct Health Oversight Activities. The Fund may disclose your health information to a health oversight agency for authorized activities including audits, civil, administrative or criminal investigations, inspections, licensure or disciplinary action. The Fund, however, may not disclose your health information if you are the subject of an investigation and the investigation does not arise out of or is not directly related to your receipt of health care or public benefits.

In the Event of a Serious Threat to Health or Safety. The Fund may, consistent with applicable law and ethical standards of conduct, disclose your health information if the Fund, in good faith, believes that such disclosure is necessary to prevent or lessen a serious and imminent threat to your health or safety or to the health and safety of the public.

For Specified Government Functions. In certain circumstances, federal regulations require the Fund to use or disclose your health information to facilitate specified government functions related to the military and veterans, national security and intelligence activities, protective services for the president and others, and correctional institutions and inmates.

To Your Personal Representative. The Fund may disclose your health information to an individual who is considered to be your personal representative under applicable law.

To Individuals Involved in Your Care or Payment for Your Care. The Fund may disclose your health information to immediate family members, or to other individuals who are directly involved in your care or payment for your care.

To Business Associates. The Fund may disclose your health information to its Business Associates, which are entities or individuals not employed by the Fund, but which perform functions for the Fund involving protected health information, such as claims processing, utilization review, or legal, consulting, accounting or administrative services. The Fund's Business Associates are required to safeguard the confidentiality of your health information.

For Workers' Compensation. The Fund may release your health information to the extent necessary to comply with laws related to workers' compensation or similar programs.

For Disclosure to the Plan Trustees. The Fund may disclose your health information to the Board of Trustees (which is the plan sponsor) and to necessary advisors for plan administration functions, such as those listed in this summary, or to handle claim appeals, solicit bids for services, or modify, amend or terminate the plan. The Fund may also disclose information to the Trustees regarding whether you are participating or enrolled in the plan.

Authorization to Use or Disclose Health Information

Other than as stated above, the Fund will not disclose your health information without your written authorization. Authorization forms are available from the Privacy Contact Person, listed below. If you have authorized the Fund to use or disclose your health information, you may revoke that authorization in writing at any time. The revocation should be in writing, include a copy of or reference your authorization and be sent to the Privacy Contact Person, listed below.

Special rules apply to disclosure of psychotherapy notes. Your written authorization will generally be required before the Plan will use or disclose psychotherapy notes. Psychotherapy notes are separately filed notes about your observations with your mental health professional during a counseling session. They do not include summary information about your mental health treatment. The Plan may use and disclose such notes when needed to defend against litigation filed by you.

Your written authorization will be required for any disclosure of your health information that involves marketing, the sale of your health information, or any disclosure involving direct or indirect remuneration to the Fund.

Your Rights with Respect to Your Health Information

You have the following rights regarding your health information that the Fund maintains:

Right to Request Restrictions. You may request restrictions on certain uses and disclosures of your health information. You have the right to request a limit on the Fund's disclosure of your health information to someone involved in the payment of your care. However, the Fund is not required to agree to your request unless the disclosure is to another health plan for the purposes of carrying out payment or health care operations and your health care provider has been paid out of pocket in full. If you wish to request restrictions, please make the request in writing to the Fund's Privacy Contact Person listed below.

Right to Confidential Communications. You have the right to request that the Fund communicate with you in a certain way if you feel the disclosure of your health information through regular procedures could endanger you. For example, you may ask that the Fund only communicate with you at a certain telephone number or by e-mail. If you wish to receive confidential communications, please make your request in writing to the Fund's Privacy Contact Person, listed below. The Fund will attempt to honor your reasonable requests for confidential communications.

Right to Inspect and Copy Your Health Information. You have the right to inspect and copy your health information in paper or electronic format, if available. You also have the right to have the Fund transmit a copy of your health information to an entity or person of your choice. These rights, however, do not extend to psychotherapy notes or information compiled in anticipation of civil, criminal or administrative proceedings. The Fund may deny your request in certain situations subject to your right to request review of the denial. A request to inspect, copy or transmit records containing your health information must be made in writing to the Privacy Contact Person, listed below. If you request a copy of your health information, the Fund may charge a reasonable fee for copying, assembling costs and postage, if applicable, associated with your request. Notwithstanding the foregoing, the fee for a copy of your health information in electronic format shall not be greater than the Fund's labor costs in responding to the request.

Right to Amend Your Health Information. If you believe that your health information records are inaccurate or incomplete, you may request that the Fund amend the records. That request may be made as long as the information is maintained by the Fund. A request for an amendment of records must be made in writing to the Fund's Privacy Contact Person, listed below. The Fund may deny the request if it does not include a reasonable reason to support the amendment. The request also may be denied if your health information records were not created by the Fund, if the health information you are requesting be amended is not part of the Fund's records, if the health information you wish to amend falls within an exception to the health information you are permitted to inspect and copy, or if the Fund determines the records containing your health information are accurate and complete.

If the Fund denies a request for amendment, you may write a statement of disagreement. The Fund may write a rebuttal statement and provide you with a copy. If you write a statement of disagreement, then your request for amendment, your statement of disagreement, and the Fund's rebuttal will be included with any future release of the disputed health information.

Right to an Accounting. You have the right to request a list of disclosures of your health information made by the Fund. The request must be made in writing to the Privacy Contact Person listed below. The request should specify the time period for which you are requesting the information, but may not start earlier than April 14, 2003 when the Privacy Rules became effective. Accounting requests may not be made for periods of time going back more than six (6) years. An accounting will not include disclosure made to carry out treatment, payment, and health care operations; disclosures that were made to you; disclosures that were incident to a use or disclosure that is otherwise permitted by the Privacy Rules; disclosures made pursuant to an authorization; or in other limited situations. The Fund will provide the

first accounting you request during any 12-month period without charge. Subsequent accounting requests may be subject to a reasonable cost-based fee. The Fund will inform you in advance of the fee, if applicable.

Right to Opt Out of Fundraising Communications. If the Fund participates in fundraising, you have the right to opt-out of all fundraising communications.

Right to a Paper Copy of this Notice. You have a right to request and receive a paper copy of this Notice at any time, even if you have received this Notice previously or agreed to receive the Notice electronically. To obtain a paper copy, please contact the Privacy Contact Person, listed below. You will also be able to obtain a copy of the current version of the Fund's Notice at its web site, www.ewwellpower.com.

Privacy Contact Person. To exercise any of these rights related to your health information you should contact the Privacy Contact Person listed below. The Fund has also designated a Privacy Official, listed below.

Privacy Contact Person

Administrative Agent
Rehn & Associates
P.O. Box 5433
Spokane, WA 99205
509-534-0600
rehn@rehnonline.com

Privacy Official

Administrative Agent
Rehn & Associates
P.O. Box 5433
Spokane, WA 99205
509-534-0600
rehn@rehnonline.com

Duties of the Fund

The Fund is required by law to maintain the privacy of your health information as set forth in this Notice, to provide to you this Notice of its duties and privacy practices, and to notify you following a breach of unsecured protected health information. The Fund is required to abide by the terms of this Notice, which may be amended from time to time. The Fund reserves the right to change the terms of this Notice and to make the new Notice provisions effective for all health information that it maintains. If the Fund changes its policies and procedures, the Fund will revise the Notice and will provide a copy of the revised Notice to you within 60 days of the change. You have the right to express complaints to the Fund and to the Secretary of the Department of Health and Human Services if you believe that your privacy rights have been violated. Any complaints to the Fund should be made in writing to the Privacy Contact Person identified above. The Fund encourages you to express any concerns you may have regarding the privacy of your health information. You will not be retaliated against in any way for filing a complaint.

The Fund is prohibited by law from using or disclosing genetic health information for underwriting purposes.

COBRA CONTINUATION COVERAGE

Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), if you, your legal spouse or your eligible dependents do not qualify for coverage in any month, you may continue some or all of the health benefits lost by making COBRA self-payments to the Trust

To obtain COBRA continuation coverage, an individual must have a qualifying event, make a timely election to continue coverage, and make timely self-payments. These terms are defined below.

COBRA Qualifying Events

To be eligible for continuation coverage, an individual's coverage must have ended because of the following qualifying events:

A dependent (legal spouse or dependent child) may elect COBRA continuation coverage for a maximum of 36 months if their coverage would otherwise end due to one of the following:

- Death of the employee;
- The employee becomes entitled to Medicare;
- Divorce or legal separation between the employee and their spouse; or
- For a dependent child, ceasing to meet the Plan's definition of an eligible dependent.

COBRA Notification Responsibilities

For any qualifying event, the employee or dependent must notify the Trust Office:

- Within 60 days of a death, divorce, legal separation or child losing dependent status prior to age 26;
- Upon becoming covered under any other group health plan, including Medicare, after electing COBRA continuation coverage;

Election of COBRA Coverage

Upon receiving notification that a qualifying event may have occurred, the Trust Office will notify you, your legal spouse and each of your covered dependents of their right to elect continuation coverage. The individuals must then select continuation coverage by the later of:

- 60 days after the individual's coverage ends; or
- 60 days after the individual receives notification of the right to elect continuation coverage from the Trust Office.

Failure to elect continuation coverage within this 60-day period will result in the loss of the right to elect COBRA continuation coverage.

Note: The law requires the COBRA election notices to be sent to the last known address on file at the Trust Office. If the election notice is sent to the wrong address due to your failure to notify the Trust Office about a change of address, the 60 day time limit may be exceeded, in which case COBRA continuation coverage would not be offered. **It is your responsibility to keep the Trust Office informed of any address changes.**

Newly Acquired Dependents During COBRA Coverage

If you acquire an eligible dependent while eligible for COBRA continuation coverage, you may elect to enroll the dependent for continuation coverage in accordance with the Plan's normal enrollment rules. However, only child(ren) born to, adopted by or placed for adoption with you during the 18-month period of COBRA continuation coverage are qualified beneficiaries entitled to an extension of coverage as a result of a second qualifying event. Spouses and stepchildren acquired after an initial qualifying event are not eligible for 36 months of coverage due to a second qualifying event.

Benefits Under COBRA

If you choose continuation coverage, you are entitled to the same benefits you had in the month immediately before you lost coverage. You are also entitled to the same choices and services that a similarly situated employee or dependent is currently receiving under the Plan. This means that you are also subject to all of the rules and limits that apply under the Plan and any changes that may be made to the Plan terms.

Continuous COBRA Coverage Required

Your coverage under COBRA must be continuous from the date Trust coverage would have ended if monthly self-payments were not made.

Monthly Self-Payments for COBRA Coverage Required

You and your covered dependents are responsible for the full cost of continuation coverage. The payments must be postmarked within 30 days of the premium due date.

The only exception is that the initial self-payment for the period preceding the election of COBRA continuation coverage may be made up to 45 days after the date of election. All payments must become current by 45 days after the date of election. Failure to make timely payments will result in the permanent loss of COBRA continuation coverage. Eligibility will not be granted until payment has been received.

Note: You may make your payments by check or money order, or by calling the Trust Office using your Visa or Master Card (subject to a convenience charge).

End of COBRA Coverage

COBRA continuation coverage will end on the earliest of the following dates:

- 36 months from the date continuation coverage began for individuals whose coverage ended because of the death of the employee, divorce or legal separation from the employee, the dependent ceasing to meet the definition of an eligible dependent, or the employee's entitlement to Medicare.
- End of any month for which the required premium for your COBRA coverage is not paid within 30 days of the first of the month for which the payment applies. Checks returned for non-sufficient funds will be treated as failing to make a self-payment and if not reissued by the end of the coverage period, coverage will terminate.
- The date the individual becomes covered under any other group health plan.
- The date the individual becomes entitled to Medicare.

- The date the disabled individual is determined by the Social Security Administration to be no longer disabled.
- The date your employer no longer provides health care coverage under this Plan for its employees.
- The date this Plan ends.

Health Insurance Marketplace Coverage

In addition to COBRA continuation coverage, there may be other coverage options for you and your family. The Health Insurance Marketplace offers many health plans to choose from. In the Marketplace, you could be eligible for a tax credit that lowers your monthly premiums right away, and you can see what your premium, deductibles, and out-of-pocket costs will be before you make a decision to enroll. If you are eligible for COBRA but decline, you may still be eligible for coverage for a tax credit through the Marketplace.

Additionally, you may qualify for a special enrollment opportunity for another group health plan for which you are eligible (such as a spouse's plan), even if the plan generally does not accept late enrollees, if you request enrollment within 30 days.

For More Information

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. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) Also, please refer to the Statement of Rights Under ERISA on page **Error! Bookmark not defined.** of this booklet.