

HARRISON ELECTRICAL WORKERS TRUST FUND

MEDICARE ELIGIBLE RETIREE PLAN



DECEMBER 1, 2014

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Board of Trustees' Letter

The Board of Trustees is pleased to issue this new Plan Document and Benefit Booklet for the Medicare Eligible Retiree Plan effective December 1, 2014.

The Board of Trustees offers group Medicare Supplement/Medicare Advantage Plans which provide medical and prescription drug benefits to Medicare Eligible Retirees and their Medicare Eligible Dependents. For most Medicare Eligible Retirees and Medicare Eligible Dependents, the Harrison Trust pays a portion of the monthly premium and you pay the balance.

The Board of Trustees also provides optional group dental plans provided by Kaiser Permanente and Willamette Dental for Medicare Eligible Retirees and their Medicare Eligible Dependents. You do not have to be enrolled in a Kaiser Permanente Medicare Supplement/Medicare Advantage Plan in order to enroll in the Kaiser Permanente Dental Plan. You are required to pay the monthly premium for dental coverage.

More information concerning the Medicare Supplement/Medicare Advantage Plans and the Dental Plans are provided in this Benefit Booklet.

This Benefit Booklet summarizes the Medicare Eligible Retiree Plan's requirements relating to:

1. Eligibility requirements and procedures to enroll in a Medicare Supplement/Medicare Advantage Plan and a Dental Plan offered by the Harrison Trust;
2. The circumstances that may result in termination of eligibility;
3. A summary of the benefit options available;
4. Appeal rights; and
5. Your rights under the Employee Retirement Income Security Act of 1974.

This Benefit Booklet describes benefits for Medicare-eligible individuals. If you are retired but not yet Medicare eligible, ask the Trust Office for the Retired Trust Plan Benefit Booklet which describes medical, dental, and vision benefits for early retirees and their Dependents who are not Medicare eligible.

The benefits provided by the Medicare Eligible Retiree Plan are provided on a month-to-month basis and are not vested. The Board of Trustees reserves the right, in its sole discretion, to terminate, amend, or change, at any time, the Medicare Eligible Retiree Plan benefits described in this Benefit Booklet. The Board of Trustees also reserves the right, in its sole discretion, to change the eligibility rules, change the benefits, eliminate a benefit provider, reduce the benefits, require self-payments, or increase self-payments.

The Board of Trustees has the complete and exclusive discretionary power to construe and interpret the provisions of this Benefit Booklet, including, but not limited to eligibility for benefits, subject to the claims appeal procedure set forth in the Benefit Booklet. No individual trustee, union representative, employer representative or employee of the Trust Office is authorized to interpret this Benefit Booklet for the Board of Trustees or to act as agent for the Board of Trustees. Only the Board of Trustees is

authorized to interpret this Benefit Book. The Board of Trustees has authorized employees of the Trust Office to respond informally to written and oral inquiries. However, the written and oral answers from employees of the Trust Office are not binding upon the Board of Trustees.

Terms and phrases that have initial capital letters are defined terms. See the Definition of Terms section starting on page 31.

If you would like further information or assistance, please call or write the Trust Office:

Harrison Electrical Workers Trust Fund
1220 SW Morrison Street, Suite 300
Portland, Oregon 97205
In Portland: 503-224-0048, ext. 1679
Outside Portland, toll free: 1-800-547-4457, ext. 1679
www.harrison.aibpa.com

HARRISON ELECTRICAL WORKERS TRUST FUND

Timothy Gauthier
Management Trustee

Gary Young
Union Trustee

Randy Wagner
First Alternate Management Trustee

Erik Richardson
First Alternate Union Trustee

Alan Keser
Second Alternate Union Trustee

Eligibility Requirements for the Medicare Eligible Retiree Plan, Cost, and Benefit Options

Retiree Eligibility: Requirements and Rules

To be eligible for the Medicare Eligible Retiree Plan, the Retiree must meet the following eligibility requirements:

1. **Age.** You must be age sixty-five (65) or older, or otherwise be eligible for Medicare;
2. **Enrollment.** You must be enrolled in Parts A and B of Medicare; and
3. **Retirement.** You must be retired and meet the eligibility requirements for Retired Plan A, Retired Plan B, Retired Plan C, or the Early Retiree Plan described in the Retired Trust Plan Benefit Booklet for non-Medicare eligible Retirees and their Dependents. Contact the Trust Office (whose address and telephone number are listed on page 8) for a copy of the Retired Trust Plan Benefit Booklet.

Termination of Coverage for Retirees

A Retiree's coverage under a Medicare Eligible Retiree Plan will end on the last day of the month in which any of the following events occur:

1. The Retiree fails to make a self-payment within the time limits established by the Board of Trustees;
2. The Board of Trustees changes the eligibility rules and the Retiree ceases to be in a class of persons eligible for benefits provided by the Plan;
3. The Board of Trustees terminates the Plan or portion of the Plan;
4. The Retiree fails to remain continuously enrolled in Parts A and B of Medicare;
5. The Retiree becomes covered under the Active Employee Plan through active employment;
6. The Retiree works in "Restricted Non-Covered Employment" in the "Electrical Industry." See the Definition of Terms section of this Benefit Booklet starting on page 31 for the definition of "Restricted Non-Covered Employment" and "Electrical Industry"; or
7. The Retiree dies.

If you voluntarily terminate your Medicare Supplement/Medicare Advantage Plan coverage offered by the Harrison Trust, you will be allowed to re-enroll subject to enrollment periods established by the Centers for Medicare and Medicaid Services provided you have been continuously enrolled in Medicare Parts A, B and D. You must pay the full cost of the Medicare Supplement/Medicare Advantage Plan premium if you have been disenrolled for more than twelve (12) months. If you re-enroll within twelve (12) months, the Harrison Trust will pay a portion of your Medicare Supplement/Medicare Advantage premium if you met the eligibility requirements of Retired Plan A, Retired Plan B, or the Early Retiree Plan at the time of initial enrollment.

Dependent Eligibility: Requirements and Rules

To be eligible for the Medicare Eligible Retiree Plan, a Dependent must meet the following eligibility requirements:

1. **Age.** You must be age sixty-five (65) or older, or otherwise eligible for Medicare;
2. **Enrollment.** You must be enrolled in Parts A and B of Medicare; and
3. **Retirement.** Your spouse or Domestic Partner, or your deceased spouse or Domestic Partner if you are a widow, must be retired and must have met the eligibility requirements for Retired Plan A, Retired Plan B, Retired Plan C, or the Early Retiree Plan described in the Retired Trust Plan Benefit Booklet.

Termination of Coverage for Dependents

A Dependent's coverage under a Medicare Eligible Retiree Plan will end on the last day of the month in which any of the following events occur:

1. A Dependent no longer meets the definition of a Dependent (page 31);
2. A Dependent fails to remain continuously enrolled in Parts A and B of Medicare;
3. The Retiree's coverage under the Plan ends for any reason other than death;
4. A Dependent fails to make a timely self-payment within the time limits established by the Board of Trustees;
5. The Board of Trustees change the eligibility rules and a Dependent ceases to be in a class of persons eligible for benefits provided by the Plan;
6. The Board of Trustees terminates the Plan or a portion of the Plan; or
7. A Dependent dies.

In the event coverage under the Medicare Eligible Retiree Plan ends for a Retiree because of death, the Retiree's Medicare-eligible Dependents can continue on the Medicare Eligible Retiree Plan.

If you voluntarily terminate your Medicare Supplement/Medicare Advantage Plan coverage offered by the Harrison Trust, you will be allowed to re-enroll subject to enrollment periods established by the Centers for Medicare and Medicaid Services provided you have been continuously enrolled in Medicare Parts A, B and D. You must pay the full cost of the Medicare Supplement/Medicare Advantage Plan premium if you have been disenrolled for more than twelve (12) months. If you re-enroll within twelve (12) months, the Harrison Trust will pay a portion of your Medicare Supplement/Medicare Advantage premium if your spouse or Domestic Partner met the eligibility requirements under Retired Plan A, Retired Plan B, or the Early Retiree Plan at the time of his/her initial enrollment.

Enrollment Procedures

Approximately ninety (90) days before a Retiree or Dependent reaches age sixty-five (65) or otherwise becomes eligible for Medicare, he/she should contact the Trust Office, complete the enrollment form, select a Medicare Supplement/Medicare Advantage Plan offered by the Plan, and decide whether to enroll in the Kaiser Permanente Dental Plan or Willamette Dental Plan. The Trust Office can provide information concerning the Medicare Supplement/Medicare Advantage Plans offered, a summary of the benefits provided, and the monthly cost. A summary of the dental benefits offered by the Kaiser Permanente Dental Plan and the Willamette Dental Plan and the monthly cost is also available.

Once you have enrolled in a Medicare Supplement/Medicare Advantage Plan, you may change your selection during the Open Enrollment Period held annually by the Board of Trustees during the month of November for new coverage effective January 1. During the Open Enrollment Period, you may also enroll in one (1) of the dental plans or change enrollment from one (1) dental plan to another dental plan.

The Cost of Medicare Supplement/Medicare Advantage Plans and Dental Plans

If the Retiree meets the eligibility requirements for Retired Plan A (retired with sixty (60) months of employer-paid Harrison coverage in the last 180 months), Retired Plan B (disabled with Social Security), or the Early Retiree Plan, the Harrison Trust currently pays a portion of the Medicare Supplement/Medicare Advantage premium for the Retiree and Dependent. The Retiree's Reserve Account and/or Flex Premium Reserve Account can be used to offset the required payments until these accounts are exhausted.

If the Retiree meets the eligibility requirements for Retired Plan A, Retired Plan B, or the Early Retiree Plan, and do not reside within the service area of one (1) of the Medicare Supplement/Medicare Advantage Plans offered by the Medicare Eligible Retiree Plan, the Harrison Trust will reimburse the Retiree and Dependent for a portion of the out-of-pocket cost for an individual Medicare Supplement/Medicare Advantage policy. Payment will be made on a quarterly basis. To receive reimbursement, you must provide documentation to the Trust Office that the Retiree or Dependent purchased a Medicare Supplement/Medicare Advantage policy and proof of your out-of-pocket costs. Check with the Trust Office for the current reimbursement amount.

If the Retiree meets the eligibility requirements for Retired Plan C (retired with twenty-four [24] months of employer-paid Harrison coverage in the last sixty [60] months), the Retiree and Dependent must pay the full cost of the Medicare Supplement/Medicare Advantage Plan. The Retiree's Reserve Account and/or Flex Premium Reserve Account can be used to offset the required payments until these accounts are exhausted.

Enrollment in the Kaiser Permanente Dental Plan or Willamette Dental Plan is optional. If the Retiree or Dependent decides to enroll, he/she is responsible for the full monthly premium.

Medicare Supplement/Medicare Advantage Plans Offered

The Medicare Supplement/Medicare Advantage Plans currently offered are listed below. The Medicare Supplement/Medicare Advantage Plans are subject to change from year to year.

Medicare Supplement Plans

| Insurer | Description of the Plan |
|------------------------------|--|
| Regence BlueCross BlueShield | Oregon Companion Plan F (closed to new enrollment) |
| Regence BlueCross BlueShield | Washington Companion Plan F (closed to new enrollment) |
| Regence BlueCross BlueShield | Oregon Bridge Plan F |
| Regence BlueCross BlueShield | Clark County Bridge Plan F |
| Providence Health Plans | Medicare Supplement Plan F with prescription drug |

Medicare Part D Prescription Drug Plan

(for individuals enrolled in a Regence BlueCross BlueShield Medicare Supplement Plan)

| Insurer | Description of the Plan |
|-------------------------|---------------------------------|
| ASURIS Northwest Health | ASURIS Medicare Script Enhanced |

Medicare Advantage Plans

| Insurer | Description of the Plan |
|------------------------------|--|
| Regence BlueCross BlueShield | MedAdvantage with Prescription Drug Enhanced (PPO) |
| Providence Health Plans | Medicare Extra with Prescription Drug |
| PacificSource | Essentials Rx 14 Plan |
| UnitedHealthcare | Medicare Advantage Prescription Drug (MAPD) HMO |
| Kaiser Permanente | Senior Advantage (MAPD) |

You must reside in the service area of an insurer in order to enroll in its plan. The Trust Office can provide the Medicare Supplement/Medicare Advantage Plans that are available based on your residence, the cost, and a summary of medical and prescription drug benefits.

Dental Plans Offered

The Board of Trustees offers two (2) dental plans for Retirees and Dependents who are enrolled in one (1) of the Medicare Supplement/Medicare Advantage Plans. The Dental Plans are insured group contracts between the Harrison Trust and Willamette Dental and the Harrison Trust and Kaiser Permanente. The Dental Plans are optional and the Retiree and/or Dependent must pay the required monthly premium.

The main features of the Dental Plans are:

1. Anyone enrolled in a Medicare Supplement/Medicare Advantage Plan through the Harrison Trust that lives in the Kaiser Permanente or Willamette Dental service area can select one (1) of the dental plans. You do not have to be enrolled in a Kaiser Medicare Supplement/Medicare Advantage Plan to enroll in the Kaiser Dental Plan.
2. If a Retiree and Dependent are enrolled in one (1) of the Medicare Supplement/Medicare Advantage Plans, the couple has the following Dental Plan options:
 - a. Enroll in the same Dental Plan;
 - b. Enroll in different Dental Plans;

- c. One person can enroll in a Dental Plan and the other person not enroll in a Dental Plan; or
- d. Neither person enrolls in a Dental Plan.

3. For 2015, the per-person monthly premium for the Dental Plans are:

\$41.00 – Kaiser Permanente

\$29.00 – Willamette Dental

The monthly premium may change in 2016.

- 4. If the Retiree and/or Dependent does not enroll in a Dental Plan within thirty-one (31) days after initial enrollment in one (1) of the Medicare Supplement/Medicare Advantage Plans, the Retiree and/or Dependent must wait until the next Open Enrollment Period to enroll in a Dental Plan.
- 5. If a Dental Plan is selected, coverage must be continuous. If the Retiree or Dependent elects a Dental Plan and stops paying the monthly premium, he/she cannot re-enroll in a Dental Plan until the next Open Enrollment Period;
- 6. Contact the Trust Office if you are interested in the Kaiser Permanente Dental Plan or the Willamette Dental Plan and would like to receive a benefit booklet describing covered and non-covered dental procedures, deductibles, co-payments and annual dental maximum benefits.

Administration of the Plan and Claim and Appeal Procedure

The administrative details of the Medicare Eligible Retiree Plan are handled by the Trust Office:

A&I Benefit Plan Administrators, Inc.
1220 SW Morrison Street, Suite 300
Portland, OR 97205
In Portland: 503-224-0048
Outside Portland: 1-800-547-4457
www.harrison.aibpa.com

If you have any questions regarding the Medicare Eligible Retiree Plan, please contact the Trust Office.

Claims for Medical, Prescription Drug, and Dental Benefits

Claims for medical and prescription drug benefits should be directed to your Medicare Supplement/Medicare Advantage insurer. Claims concerning dental services should be directed to Kaiser or Willamette Dental.

Claims Appeal Procedure

This claim appeal procedure is for claims concerning eligibility for or termination of coverage for Medicare Supplement/Medicare Advantage Plans or a Dental Plan (Eligibility Determination). Claims of this nature should be filed with the Trust Office. You should contact the Trust Office for forms and instructions for filing a claim.

1. Appeal of an Eligibility Determination.

- a. The Trust Office is responsible for reviewing claims concerning eligibility for or termination of coverage. If an Eligibility Determination is denied, in whole or in part, the Retiree or Dependent will receive a written explanation (initial adverse eligibility determination) from the Trust Office.
- b. If you disagree with the initial adverse eligibility determination made by the Trust Office, you or your authorized representative may file a written appeal within 180 days after receiving the initial adverse eligibility determination. The written appeal must be filed as follows:

Harrison Electrical Workers Trust Fund
Attn: Appeals Board
c/o A&I Benefit Plan Administrators, Inc.
1220 SW Morrison Street, Suite 300
Portland, OR 97205

- c. Upon written request, you will be provided, free of charge, reasonable access to and copies of all documents, records and other information relevant to your appeal. Whether a document, record or other information is relevant is determined in accordance with 29 C.F.R. § 2560.503-1(m)(8).

- d. In conjunction with your appeal, you or your authorized representative may submit written comments, documents, records or other information relating to the initial adverse eligibility determination to the Board of Trustees.
- e. If you or your authorized representative request to appear at a hearing before the Board of Trustees at the time your appeal is filed, you will be notified of the time, date and place of a hearing by regular mail at the return address shown on the appeal.
- f. You may be represented at the hearing before the Board of Trustees by an attorney or other authorized representative at your cost and expense.

2. Decision by the Board of Trustees.

- a. A decision regarding your appeal will be made by the Board of Trustees at their next regularly scheduled meeting following receipt of the appeal unless the appeal is received less than thirty (30) days prior to the meeting. If this is the case, the Board of Trustees will review the appeal not later than the date of the next Board of Trustees' meeting. If, due to special circumstances, the Board of Trustees requires an extension of time to review the appeal, you will be notified in writing of the special circumstances necessitating the extension and when the decision will be made.
- b. The decision of the Board of Trustees will be in writing and sent within five (5) days after the decision is reached.
- c. If the Board of Trustees denies your appeal, the decision will include the following:
 - i. The specific reason(s) for the decision;
 - ii. Reference to the specific Plan provision on which the decision is based; and
 - iii. A statement of your right to bring a civil lawsuit under ERISA.
- d. You are required to use the procedures set forth above before bringing a civil lawsuit under ERISA.
- e. The Board of Trustees has the full and exclusive authority to administer the Plan, interpret the Plan and resolve all questions arising in the administration, interpretation and application of the Plan including eligibility for benefits. The Board of Trustees' authority includes, but is not limited to:
 - i. The right to resolve all matters when review has been requested;
 - ii. The right to establish and enforce rules and procedures for the administration of appeals so long as the rules and procedures are consistent with ERISA;
 - iii. The right to construe and interpret the Plan; and
 - iv. The exercise of the aforementioned powers and authorities by the Board of Trustees will be given the fullest deference allowed by law.

COBRA – Continuation of Coverage

Introduction

This section contains important information about rights you may have to COBRA continuation coverage, which is a temporary extension of medical coverage or medical and dental coverage. COBRA continuation coverage can become available to a Dependent who is covered by a Medicare Supplement/Medicare Advantage Plan when the Dependent loses Medicare Supplement/Medicare Advantage Plan coverage and/or Dental Plan coverage due to a qualifying event. This section explains COBRA continuation coverage, when it may become available, and what you need to do to preserve your right to COBRA continuation coverage.

The Harrison Trust offers no greater COBRA rights than what the COBRA statutes, administrative rules and law requires, and this section of the Benefit Booklet should be construed accordingly.

What is COBRA Continuation Coverage

COBRA continuation coverage is a continuation of health and welfare coverage that would otherwise end because of a life event known as a “qualifying event.” Specific qualifying events are listed later in this section. After a qualifying event, COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” A qualified beneficiary is someone who will lose health and welfare coverage because of a qualifying event. Qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are the spouse or Domestic Partner of a Retiree, you will become a qualified beneficiary if you will lose your coverage under a Medicare Supplement/Medicare Advantage Plan or Dental Plan offered by the Board of Trustees because any of the following qualifying events happen:

1. Your spouse or Domestic Partner dies; or
2. You become divorced or legally separated from your spouse or your domestic partnership is dissolved.

If you are a Dependent child of a Retiree, you will become a qualified beneficiary if you will lose your coverage under a Medicare Supplement/Medicare Advantage Plan or Dental Plan offered by the Board of Trustees because any of the following qualifying events happens:

1. The parent-Retiree dies; or
2. The child is no longer eligible for coverage because he or she no longer qualifies as a “dependent child.”

Notices and Elections of COBRA Continuation Coverage

Important: For the following qualifying events (divorce, legal separation, or dissolution of a domestic partnership or a Dependent child who no longer qualifies as a Dependent child), the Retiree, spouse, Domestic Partner, or Dependent child must notify the Trust Office ***in writing*** within sixty (60) days

after the divorce, legal separation, dissolution of a domestic partnership, or child losing dependent status using the procedures specified in the box below. If these procedures are not followed and the notice is not provided in writing to the Trust Office during the 60-day notice period, any spouse, Domestic Partner, or Dependent child who loses coverage will NOT BE OFFERED THE OPTION TO ELECT COBRA CONTINUATION COVERAGE.

Notice Procedures

Any notice that you provide must be in writing. Oral notice, including notice by telephone, is not acceptable. You must mail or deliver your written notice to the Trust Office at this address:

Harrison Electrical Workers Trust Fund
c/o A&I Benefit Plan Administrators, Inc.
1220 SW Morrison Street, Suite 300
Portland, OR 97205

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state the name of the Harrison Trust (Harrison Electrical Workers Trust Fund), the name and address of the Retiree covered by the Harrison Trust and the name(s) and address(es) of the qualified beneficiary(ies) who will lose coverage due to a qualifying event. The notice must also state the qualifying event (divorce, legal separation, dissolution of a domestic partnership, or child who no longer qualifies as a Dependent) and the date the qualifying event happened. If the qualifying event is a divorce or legal separation, your notice must include a copy of the divorce decree or legal separation agreement.

If the Trust Office receives timely written notice that one (1) of the four (4) qualifying events (divorce, legal separation, dissolution of a domestic partnership, or child losing dependent status) has happened, the Trust Office will notify the family member of the right to elect COBRA continuation coverage.

Benefits Available under COBRA Continuation Coverage

A qualified beneficiary has the right to elect COBRA continuation coverage for medical coverage only or for medical and dental coverage. COBRA continuation coverage is identical to the medical and dental coverage available to similarly situated Dependents. If the medical or dental coverage is modified, COBRA continuation coverage will be modified in the same way.

How Long COBRA Continuation Coverage Lasts

COBRA continuation coverage is a temporary continuation of health and welfare coverage.

When the qualifying event causing the loss of coverage is the death of the Retiree, divorce or legal separation, dissolution of a domestic partnership, or a Dependent child losing eligibility as a Dependent child, COBRA continuation coverage lasts for up to thirty-six (36) months.

How Much COBRA Continuation Coverage Costs

A qualified beneficiary who elects COBRA continuation coverage may be required to pay the entire cost of COBRA continuation coverage. The cost may not exceed 102% of the cost to the group health plan for coverage of a similarly situated Dependent who is not receiving COBRA continuation coverage.

When and How Payment for COBRA Continuation Coverage must be Made

First Payment for COBRA Continuation Coverage. If you elect COBRA continuation coverage, you do not have to send a payment for COBRA continuation coverage with the election form. However, you must make your first payment for COBRA continuation coverage no later than forty-five (45) days after the date of your election. This is the date the election form is postmarked, if mailed. If you do not make your first payment for COBRA continuation coverage in full no later than forty-five (45) days after the date of your election, you will lose all COBRA continuation coverage rights.

Your first payment must cover the cost of COBRA continuation coverage from the time your coverage under a Medicare Supplement/Medicare Advantage Plan or Dental Plan terminated up to the time you make the first payment. You are responsible for making sure that the amount of your first payment is enough to cover this entire period. You may contact the Trust Office to confirm the correct amount of your first payment.

Your first payment for COBRA continuation coverage should be sent to:

Harrison Electrical Workers Trust Fund
c/o A&I Benefit Plan Administrators, Inc.
1220 SW Morrison Street, Suite 300
Portland, OR 97205

Monthly Payments for COBRA Continuation Coverage. After you make your first payment for COBRA continuation coverage, you will be required to pay for COBRA continuation coverage for each subsequent month of coverage. These monthly payments are due by the first day of the month. If you make a monthly payment on or before the first day of the month, your coverage will continue without any break. **The Trust Office will not send periodic notices of payments due for these coverage periods.**

Monthly payments for COBRA continuation coverage should be sent to:

Harrison Electrical Workers Trust Fund
c/o A&I Benefit Plan Administrators, Inc.
1220 SW Morrison Street, Suite 300
Portland, OR 97205

Grace Periods for Monthly Payments. Although monthly payments are due by the first day of the month, you will be given a grace period of thirty (30) days to make each monthly payment. Your COBRA continuation coverage will be provided for each coverage period as long as payment for that coverage period is made before the end of the grace period. However, if you pay a monthly payment later than the first day of the month but before the end of the grace period, your coverage under a Medicare Supplement/Medicare Advantage Plan or Willamette Dental Plan offered by the Board of Trustees will be suspended as of the first day of the month and then retroactively reinstated (going back to the first day of the month) when the monthly payment is received. This means that any claim you submit for benefits

while your coverage is suspended may be denied and may have to be resubmitted once your coverage is reinstated.

If you fail to make a monthly payment by the end of the grace period, you will lose all rights to COBRA continuation coverage.

Termination of COBRA Continuation Coverage Before the End of the Maximum Period

COBRA continuation coverage for a qualified beneficiary will automatically end (even before the end of the maximum coverage period) if:

1. The premium is not paid by the end of the grace period;
2. After electing COBRA continuation coverage, a qualified beneficiary becomes covered under another group health plan (but only after any exclusions in the other plan for a preexisting condition for a qualified beneficiary has been exhausted or satisfied); or
3. The Harrison Trust no longer provides Medicare Supplement/Medicare Advantage Plan or Dental Plan to any of its eligible participants.

Transfer Rights

If you are covered by a Medicare Supplement/Medicare Advantage Plan or Dental Plan that covers a limited geographic area and you relocate to another area, you may be entitled to elect coverage available to other Retirees in that area. If you find yourself in this situation, call or write the Trust Office. Under no circumstance would such a transfer prolong your maximum COBRA continuation coverage.

For More Information about COBRA Continuation Coverage

Questions concerning the Medicare Supplement/Medicare Advantage Plans or Dental Plan offered by the Board of Trustees or your COBRA continuation coverage rights should be addressed to the Trust Office.

For more information about your rights under the Employee Retirement Income Security Act, including COBRA, the Health Insurance Portability and Accountability Act and other laws affecting group health plans, contact the nearest Regional or District office of the US 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 the website.

Keep the Trust Office Informed of Address Changes

In order to protect your family's rights, you should keep the Trust Office informed of any changes in the addresses of family members. You should also keep, for your records, a copy of any notices you send to the Trust Office.

Trust Office Contact Information

Contact information for the Trust Office is:

A&I Benefit Plan Administrators, Inc.
1220 SW Morrison Street, Suite 300
Portland, OR 97205
In Portland 503-224-0048, ext. 1679
Outside Portland 800-547-4457, ext. 1679

Certificate of Creditable Coverage from the Harrison Trust

As required by the Health Insurance Portability and Accountability Act of 1996, the Trust Office will provide you with a written certificate concerning the length of health and welfare coverage under the Medicare Eligible Retiree Plan until December 31, 2014 at which time Certificates of Creditable Coverage are no longer required. Until December 31, 2014, this Certificate of Creditable Coverage will be provided to you at the following times:

1. When you cease to be covered under the Plan;
2. (Again) when you cease to be covered under COBRA, if applicable; and
3. If you request a Certificate of Creditable Coverage within twenty-four (24) months following cessation of coverage under the Plan.

Protected Health Information

Privacy Practices of the Harrison Trust and Plan

THIS SECTION OF THE BENEFIT BOOKLET DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW THIS SECTION CAREFULLY.

The insurers of the Medicare Supplement/Medicare Advantage Plans and Dental Plans may have their own privacy practices to protect your medical information.

Policy of the Plan Regarding Your Protected Health Information

The Board of Trustees understands that Protected Health Information about you is personal and they are committed to protecting Protected Health Information about you.

This section of the Benefit Booklet describes the legal obligations of the Plan and your legal rights regarding your Protected Health Information held by the Plan under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economics and Clinical Health Act (HITECH). Among other things, this section describes how your Protected Health Information may be used or disclosed to carry out treatment, payment or health care operations, or for any other purposes that are permitted or required by law.

The HIPAA Privacy Rule only protects certain health information known as Protected Health Information. Generally, Protected Health Information is individually identifiable health information, including demographic information, collected from you or created or received by a health care provider, a health care clearinghouse, a health plan or this Plan that relates to your past, present or future physical or mental health or condition; the provisions of health care to you; or the past, present or future payment for your health care.

This section will tell you about the ways in which the Plan may use and disclose Protected Health Information about you. This section also describes the Plan's obligations and your rights regarding the use and disclosure of Protected Health Information. Your physician or health care provider may have different policies or notices regarding their use and disclosure of your health information created in the physician's office or clinic. If you have questions about this section or about the Plan's privacy practices, please contact the Plan's HIPAA Client Service Representative whose address and telephone number are listed on page 24.

The Plan's Responsibilities

The Plan is required by law to:

1. Maintain the privacy of your Protected Health Information;
2. Provide you with certain rights with respect to your Protected Health Information;
3. Give you notice of the Plan's legal duties and privacy policies regarding your Protected Health Information; and

4. Follow the terms of this section until modified.

The Board of Trustees reserves the right to change the terms of this section and to make new provisions regarding the use and disclosure of your Protected Health Information that the Plan maintains, as allowed or required by law. If there are material changes to this information, you will be provided with a revised notice mailed to your last address.

How the Plan May Use and Disclose Health Information About You

Under the law, the Plan may use and disclose your Protected Health Information under certain circumstances without your permission. The following paragraphs describe different ways the Plan may use and disclose your Protected Health Information. For each paragraph, the Benefit Booklet will explain what is meant and will present examples. Not every use or disclosure in a paragraph will be listed. However, all of the ways the Plan is permitted to use and disclose your Protected Health Information will fall within one (1) of these paragraphs.

1. **To Make or Obtain Payment.** The Plan may use and disclose Protected Health Information about you to determine eligibility for benefits and to determine benefit responsibility under the Plan. For example, the Plan may tell your health care provider about your medical history so it can determine whether a particular treatment is an experimental or investigational service or medically necessary or to determine whether the insurance carrier will cover the treatment. The Plan may share your Protected Health Information with another entity to assist with the payment of health claims or with another health plan to coordinate benefit payments.
2. **To Facilitate Treatment.** The Plan may use and disclose your Protected Health Information to facilitate treatment or services by providers, including coordination or management of health carrier related services. For example, the Plan may disclose Protected Health Information about you with physicians who are treating you.
3. **To Coordinate Health Care Operations.** The Plan may use and disclose your Protected Health Information to facilitate the administration of the Plan. These uses and disclosures are necessary to run the Plan. For example, health care operations include activities such as:
 - a. Quality assessment and improvement activities;
 - b. Activities designed to improve health or reduce health care costs;
 - c. Clinical guideline and protocol development, case management and care coordination;
 - d. Contacting health care providers and participants with information about treatment alternatives and other related functions;
 - e. Health care professional competence or qualification review and performance evaluation;
 - f. Accreditation, certification, licensing and credentialing activities;

- g. Underwriting, including premium rating and related functions to create, renew or replace health insurance or health benefits;
 - h. Review and auditing, including compliance reviews, medical reviews, legal services, fraud and abuse detection and compliance programs;
 - i. Business planning and development, including cost management and planning related to analyses and formulary development; and
 - j. Business management and general administration activities of the Plan, including customer service and resolution of appeals and grievances.
4. **When Required by Law.** The Plan will disclose Protected Health Information about you when required to do so by federal, state or local law. For example, the Plan may disclose Protected Health Information when required by a court order in a lawsuit such as a medical malpractice case.
 5. **To Avert a Serious Threat to Health or Safety.** The Plan may use and disclose Protected Health Information about you when necessary to prevent a serious threat to your health and safety or to the health and safety of the public or another person. Any disclosure, however, will only be made to someone able to help prevent the threat. For example, the Plan may disclose Protected Health Information about you in a proceeding regarding the licensure of a physician.
 6. **Military and Veterans.** If you are a member of the armed forces, the Plan may release Protected Health Information about you as required by military command authorities. The Plan may also release Protected Health Information about foreign military personnel to the appropriate foreign military authority.
 7. **For Treatment Alternatives.** The Plan may use and disclose your Protected Health Information to tell you about or recommend possible treatment options or alternatives that may be of interest to you.
 8. **For Disclosure to the Board of Trustees.** The Plan may disclose your Protected Health Information to another health plan maintained by the Harrison Trust or to the Board of Trustees for plan administration functions performed by the Board of Trustees on behalf of the Plan. In addition, the Plan may provide summary health information to the Board of Trustees so that the Board of Trustees may solicit premium bids from health insurers or modify, amend or terminate the Plan. The Plan may also disclose to the Board of Trustees information whether you are participating in the Plan. Your Protected Health Information cannot be used for employment purposes without your specific authorization.
 9. **Spouse or Domestic Partner and Family Members.** With only limited exceptions, the Plan will send all mail to the Retiree. This includes mail related to a Dependent who is covered under the Plan and may include information on the use of Plan benefits by the Retiree or a Dependent. If a person covered by the Plan has requested Restrictions or Confidential Communications and the Plan has agreed to the request, the Plan will send mail as provided by the Restrictions or Confidential Communications.

10. **Personal Representative.** The Plan will disclose your Protected Health Information to individuals authorized by you, or to an individual designated as your personal representative, attorney-in-fact, etc., so long as you provide written notice/authorization and any supporting documents (for example, power of attorney). Even if you designate a personal representative, federal law permits the Plan to elect not to treat the person as your personal representative if the Plan has a reasonable belief that:
 - a. You have been, or may be, subject to domestic violence, abuse or neglect by such person;
 - b. Treating such a person as your personal representative could endanger you; or
 - c. Plan representatives determine, in their professional judgment, that it is not in your best interest to treat the person as your personal representative.
11. **Business Associates.** The Harrison Trust contracts with business associates who perform various services for the Plan. For example, the Trust Office handles many functions in connection with the operation of the Plan. To perform these functions or provide these services, the Plan's business associates may receive, create, maintain, transmit, use, or disclose your Protected Health Information, but only after agreeing, in writing, to implement appropriate safeguards concerning your Protected Health Information. For example, the Plan may disclose your Protected Health Information to a business associate to process your premium payment but only after the business associate enters into a business associate contract with the Harrison Trust.
12. **Other Covered Entities.** The Plan may use or disclose your Protected Health Information to assist health care providers in connection with their treatment or payment activities or to assist other covered entities in connection with payment activities and certain health care operations. For example, the Plan may disclose your Protected Health Information to a health care provider when needed by the provider to render treatment to you or the Plan may disclose Protected Health Information to another covered entity to conduct health care operations in the area of quality assurance.
13. **To Conduct Health Oversight Activities.** The Plan may disclose your Protected Health Information to a health oversight agency for authorized activities, including audits, civil, administrative or criminal investigations, inspections, licensure or disciplinary action. These activities are necessary for the government to monitor the health care system, government programs and compliance with civil rights laws.
14. **Legal Proceedings.** If you are involved in a lawsuit or a dispute, the Plan may disclose your Protected Health Information in response to a court or administrative order. The Plan may also disclose your Protected Health Information in response to a subpoena, discovery request or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.
15. **Law Enforcement.** Under certain conditions, the Plan may disclose your Protected Health Information to law enforcement officials. Some of the reasons for such a disclosure include, but are not limited to:

- a. It is required by law or some other legal process;
 - b. Locate or identify a suspect, fugitive, material witness or missing person; or
 - c. It is necessary to provide evidence of a crime that occurred.
16. **National Security and Intelligence.** In certain circumstances, federal regulations require the Plan to disclose your Protected Health Information to facilitate specified government functions related to national security, intelligence activities and other national security activities authorized by law.
17. **Research.** The Plan may disclose your Protected Health Information to researchers when:
- a. The individual identifiers have been removed; or
 - b. When the institutional review board or privacy board has reviewed the research proposal and established protocols to ensure the privacy of the requested information, and approved the research.
18. **Inmates.** If you are an inmate in a correctional institution, the Plan may disclose your Protected Health Information to the correctional institution or to a law enforcement official for:
- a. The institution to provide health care to you;
 - b. Your health and safety and the health and safety of others; or
 - c. The safety and security of the correctional institution.
19. **Coroners, Medical Examiners, and Funeral Directors.** The Plan may disclose your Protected Health Information to a coroner or medical examiner for purposes of identifying a deceased person, determining a cause of death, or for the coroner or medical examiner to perform other duties authorized by law. The Plan may disclose, as authorized by law, information to funeral directors so they may carry out their duties.
20. **Organ and Tissue Donation.** If you are an organ or tissue donor, the Plan may disclose Protected Health Information after your death to organizations that handle organ, eye, or tissue donation and transplantation or to an organ, eye, or tissue donation bank.
21. **Workers' Compensation.** The Plan may release your Protected Health Information to the extent necessary to comply with workers' compensation laws and other similar programs that provide benefits for work-related injuries or illnesses.
22. **Disclosures to the Secretary of the U.S. Department of Health and Human Services.** The Plan is required to disclose your Protected Health Information to the Secretary of the U.S. Department of Health and Human Services when the Secretary is investigating or determining the Plan's compliance with the HIPAA Privacy Rule.

23. **Public Health Risks.** The Plan may disclose your Protected Health Information for public health actions. These actions generally include the following:
- a. To prevent or control disease, injury or disability;
 - b. To report births and deaths;
 - c. To report child abuse or neglect;
 - d. To report reactions to medications or problems with products;
 - e. To notify people of recalls of products they may be using;
 - f. To notify a person who may have been exposed to a disease or may be at risk of contracting or spreading a disease or condition; and
 - g. To notify the appropriate governmental authority if the Plan believes that a person has been the victim of abuse, neglect, or domestic violence. The Plan will only make this disclosure if you agree, or when required or authorized by law.
24. **Disclosures to You.** Upon your request, the Plan is required to disclose to you the portion of your Protected Health Information that contains medical records, billing records and other records used to make decisions regarding your health care benefits. The Plan is also required, when requested, to provide you with an accounting of most disclosures of your Protected Health Information if the disclosure was for reasons other than for payment, treatment, or health care operations and if the Protected Health Information was not disclosed pursuant to your authorization.
25. **Disclosures to the Centers for Medicaid and Medicare Services.** The Plan may disclose your Protected Health Information, as permitted by federal regulations, to the Centers for Medicaid and Medicare Services, in order to comply with mandatory Medicare coordination of benefit requirements. The Plan may share required data, including health information, with the Centers for Medicaid and Medicare Services and state Medicaid agencies.

Authorization to Use or Disclose Protected Health Information

Other than as stated above, the Plan will not disclose your Protected Health Information without your written authorization. For example, in general and subject to specific conditions, the Plan will not use or disclose your psychiatric notes; will not use or disclose your Protected Health Information for marketing purposes; and the Plan will not sell your Protected Health Information, unless you give the Plan written authorization. You may revoke written authorization at any time so long as the revocation is in writing. Once the Plan receives your written revocation, it will only be effective for further uses and disclosures. It will not be effective for any Protected Health Information that may have been used or disclosed in reliance upon the written authorization prior to receiving your written revocation.

Minimum Necessary Disclosure of Protected Health Information

The amount of Protected Health Information the Plan will use or disclose will be limited to the “minimum necessary” as defined in the HIPAA Privacy Rule.

Potential Impact of State Laws

The HIPAA Privacy Rule generally does not take precedence over state privacy or other applicable laws that provide individuals greater privacy protections. As a result, to the extent state law applies, the privacy laws of a particular state, or other federal laws, rather than the HIPAA Privacy Rule, might impose a privacy standard under which the Plan will be required to operate. For example, the Plan will follow more stringent state privacy laws that relate to use and disclosure of Protected Health Information concerning HIV or AIDS, mental health, substance abuse/chemical dependency, genetic testing, reproduction rights, and so on.

Your Rights with Respect to Your Protected Health Information

You have the following rights regarding your Protected Health Information that the Plan maintains:

1. **Right to Request Restrictions.** You have the right to request restrictions or limitations on the Protected Health Information the Plan uses or discloses about you for treatment, payment or health care operations. You also have the right to request a limit on the Plan’s disclosure of your Protected Health Information to someone involved in your care or the payment for your care such as a family member or friend. For example, you could ask that the Plan not use or disclose information about a surgery you had.

Except as provided in the next paragraph, the Plan is not required to agree to your request. However, if the Plan does agree to the request, it will honor the restriction until you revoke it or the Plan notifies you.

The Plan will comply with any restriction request if: except as otherwise required by law, the disclosure is to the health plan for purposes of carrying out payment or health care operations (and is not for the purpose of carrying out treatment); and the Protected Health Information pertains solely to a health care item or service for which the health care provider involved has been paid in full by you or someone else.

To request restrictions, you must make your request in writing to the HIPAA Client Service Representative for the Harrison Trust at the address on page 24. In your written request, you must tell the Plan:

- a. What Protected Health Information you want to limit;
 - b. Whether you want to limit the Plan’s use, disclosure or both; and
 - c. To whom you want the limits to apply, for example, non-disclosure to your spouse.
2. **Right to Receive Confidential Communications.** You have the right to request that the Plan communicate with you about health matters in a manner other than by mail or at an alternative

location if you feel the disclosure of your Protected Health Information could endanger you. For example, you may ask that the Plan communicate with you only at a certain post office box, telephone number or by email.

To request confidential communications, you must make your request in writing to the HIPAA Client Service Representative for the Harrison Trust at the address on page 24. The Plan will not ask you the reason for the request. The Plan will attempt to honor all reasonable requests. Your written request must specify how or where you wish to receive confidential communications.

3. **Right to Inspect and Copy Your Protected Health Information.** You have the right to inspect and copy your Protected Health Information that may be used to make decisions about your Plan benefits. If the Protected Health Information you request is maintained electronically, and you request an electronic copy, the Plan will provide a copy in the electronic form and produced in that form and format. If the Protected Health Information cannot be readily produced in that form and format, the Plan will work with you to come up with an agreement on form and format. If the Plan cannot agree on an electronic form and format, it will provide you with a paper copy. A request to inspect and copy records containing your Protected Health Information must be made in writing to the HIPAA Client Service Representative for the Harrison Trust at the address on page 24. If you request a copy of your Protected Health Information, the Plan may charge a reasonable fee for copying, mailing, or other supplies associated with the request.
4. **Right to Amend Your Protected Health Information.** If you believe that your Protected Health Information records are inaccurate or incomplete, you may request that the Plan amend its records. The request may be made as long as the Protected Health Information is maintained by the Plan.

A request for an amendment of Protected Health Information records must be made in writing to the HIPAA Client Service Representative for the Harrison Trust at the address on page 24.

The Plan may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, the Plan may deny your request if you ask the Plan to amend Protected Health Information that: is not part of the Protected Health Information kept by or for the Plan; was not created by the Plan, unless the person or entity that created the Protected Health Information is no longer available to make the amendment; is not part of the Protected Health Information that you would be permitted to inspect and copy; or is already accurate and complete. If the Plan denies your request, you have the right to file a statement of disagreement with the Plan and any future disclosures of the disputed Protected Health Information will include your statement.

5. **Right to an Accounting of Disclosures.** You have the right to request an accounting of certain disclosures of your Protected Health Information. The accounting will not include: disclosures for purposes of treatment, payment or health care operations; disclosures made to you; disclosures made pursuant to your authorization; disclosures made to friends or family members in your presence or because of an emergency; disclosures for national security purposes; and disclosures incidental to otherwise permissible disclosures.

The request for an accounting must be made in writing to the HIPAA Client Service Representative for the Harrison Trust at the address on page 24. The accounting request should specify the

time period for which you are requesting the accounting. Accounting requests may not be made for periods of time going back more than six (6) years. The Plan 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 Plan will inform you of the fee in advance.

6. **Right to be Notified of a Breach.** You have the right to be notified in the event that the Plan, or a business associate, discovers a breach of your unsecured Protected Health Information.
7. **Right to a Paper Copy of the Plan's Privacy Notice.** You have a right to a paper copy of the Plan's Privacy Practices. You may ask the Plan to give you a copy of this notice at any time. To receive a paper copy, please contact the HIPAA Client Service Representative for the Harrison Trust at the address below.

Complaints

If you believe that your privacy rights have been violated, you may file a complaint with the Plan or with the Office for Civil Rights of the United States Department of Health and Human Services. To file a complaint with the Plan, you should notify the HIPAA Client Service Representative for the Trust, in writing, at the address below. You will not be penalized, or in any other way retaliated against, for filing a complaint with the Office for Civil Rights or with the Plan.

HIPAA Client Service Representative

The Plan has designated the Trust's Client Service Representative to answer all questions and respond to all issues regarding this section and your privacy rights. You may contact this person at:

Harrison Electrical Workers Trust Fund
Client Service Representative
1220 SW Morrison Suite 300
Portland, OR 97205
503-224-0048, ext. 1679
1-800-547-4457, ext. 1679

If you have any questions regarding this section, please contact the HIPAA Client Service Representative.

Summary Plan Description

This summary is a general explanation of certain terms of the Medicare Eligible Retiree Plan and other legal instruments, and is not intended to modify or change them in any manner. The rights and duties of all persons connected with the Plan are set forth in those instruments, which may be inspected at the Trust Office.

Name of Plan

This Plan is known as the Harrison Electrical Workers Trust Fund – Medicare Eligible Retiree Plan, also referred to as the Plan.

Effective Date

December 1, 2014

Plan Sponsor

This Plan is sponsored by:

Board of Trustees of the Harrison Electrical Workers Trust Fund
1220 SW Morrison Street, Suite 300
Portland, OR 97205
In Portland: 503-224-0048
Outside Portland: 1-800-547-4457

Employer and Plan Identification Numbers

The employer identification number and plan number assigned to the Plan Sponsor by the Internal Revenue Service are:

Employer Identification Number – 93-6023048
Plan Identification Number – 501

Type of Plan

This Plan is a welfare plan that provides fully insured Medicare Supplement/Medicare Advantage Plans and Dental Plans through group contracts with insurers.

Administrator

This Plan is administered by the Board of Trustees of the Harrison Electrical Workers Trust Fund, with the assistance of A&I Benefit Plan Administrators, Inc., a contract administration organization except the insured benefits which are administered by the applicable insurer. The Administrator's address and telephone number are:

A&I Benefit Plan Administrators, Inc.
1220 SW Morrison Street, Suite 300
Portland, OR 97205
In Portland: 503-224-0048 ext. 1679
Outside Portland: 1-800-547-4457 ext. 1679

Agent for Legal Service

The Board of Trustees' agent for service of legal process on the Plan is Lee Centrone and legal documents should be served upon her at the address set forth below. Such documents may also be served upon the Board of Trustees at the Trust Office or any individual Trustee as shown below.

Lee Centrone
A&I Benefit Plan Administrators, Inc.
1220 SW Morrison Street, Suite 300
Portland, OR 97205

Board of Trustees

EMPLOYER TRUSTEE

Timothy Gauthier
Oregon-Columbia Chapter NECA
601 NE Everett
Portland, OR 97232

Randy Wagner (First Alternate)
Dynaelectric
5805 SW Hood Avenue
Portland, OR 97239

LABOR ORGANIZATION TRUSTEE

Gary Young
IBEW Local No. 48
15937 NE Airport Way
Portland, OR 97230

Erik Richardson (First Alternate)
IBEW Local No. 48
15937 NE Airport Way
Portland, OR 97230

Alan Keser (Second Alternate)
IBEW Local No. 48
15937 NE Airport Way
Portland, OR 97230

Description of Collective Bargaining Agreements

This Plan is maintained pursuant to the terms of collective bargaining agreements between the Oregon-Columbia Chapter and Oregon-Pacific Cascade Chapter of the National Electrical Contractors Association and International Brotherhood of Electrical Workers, Local Nos. 48, 280, 659, and 932 and other employers signatory to collective bargaining agreements with IBEW local unions who have been accepted by the Board of Trustees as participating employers. The collective bargaining agreements provide that employers will make the required contributions to the Harrison Trust for the purpose of enabling employees working under the collective bargaining agreements and in some instances Retirees to participate in the benefits provided by the Harrison Trust. The hourly contribution rate is specified in the collective bargaining agreements. Copies of the collective bargaining agreements can be obtained from the Oregon-Columbia Chapter and the Oregon-Pacific Cascade Chapter of the National Electrical

Contractors Association and IBEW Local Nos. 48, 280, 659, and 932. A copy of the collective bargaining agreements may be obtained upon written request to the Trust Office and is available for examination by Retirees and Dependents at the Trust Office, or employer's place of business or union office upon advance request.

A complete list of employers and employee organizations sponsoring the Harrison Trust may be obtained upon written request to the Trust Office and is available for examination by Retirees and Dependents at the Trust Office, an employer's place of business or union office upon advance request. The Trust Office can also advise you whether a particular employer or labor union is a sponsor of the Harrison Trust and, if so, its address.

Benefits, Eligibility, and Termination of Eligibility

This Benefit Booklet describes benefits, eligibility and termination of eligibility requirements. If at any time you are unable to locate your Benefit Booklet, an additional copy may be obtained from the Trust Office:

A&I Benefit Plan Administrators, Inc.
1220 SW Morrison Street, Suite 300
Portland, OR 97205

Source of Contributions

This Plan is partially funded through employer contributions, the amount of which is specified in the collective bargaining agreements or determined by the Board of Trustees. Also, self-payments are required in some instances. The amount of self-payments is fixed from time to time by the Board of Trustees. The contributions and investment income are held in trust.

Medicare Supplement / Medicare Advantage Plans

The Medicare Supplement/Medicare Advantage Plans are insured and provided under contracts between the Harrison Trust and the insurance company or HMO. The insurance company or HMO is responsible for paying claims and administering the Medicare Supplement/Medicare Advantage Plans. Their addresses are:

UnitedHealthcare
5816 Corporate Avenue Suite 190
Cypress, CA 90630

Providence Health Plans
PO Box 4327
Portland, OR 97208

Kaiser Foundation Health Plan of the Northwest
500 NE Multnomah Street, Suite 100
Portland, OR 97232

Regence BlueCross BlueShield of Oregon
PO Box 1271
Portland, OR 97207

Regence BlueShield of Washington
1800 9th Avenue
Seattle, WA 98101

PacificSource
2965 NE Conners Avenue
Bend, OR 97701

ASURIS Northwest Health
PO Box 21267
Seattle, WA 98111

Dental Plans

The Dental Plans are insured and provided under contracts between the Harrison Trust and the dental insurer. The dental insurers are responsible for administering the dental contracts and paying claims. Their addresses are:

Willamette Dental Group
6950 NE Campus Way
Hillsboro, OR 97124

Kaiser Permanente Health Plan of the Northwest
500 NE Multnomah Street, Suite 100
Portland, OR 97232

Plan Year

This Plan is on a calendar year basis. The plan year begins each January 1 and ends the following December 31.

Plan Termination

Should the Harrison Trust terminate for any reason, all money and assets remaining, after the payment of expenses, will be used to continue the benefits provided by the then existing benefit plans, until such moneys and assets have been exhausted, unless some other disposition is required by regulation by the Secretary of Labor. You will be notified in writing if the Board of Trustees terminates the Medicare Eligible Retiree Plan or the Harrison Trust.

The benefits provided by the Medicare Eligible Retiree Plan are provided on a month-to-month basis and are not vested. The Board of Trustees reserves the right, in its sole discretion, to terminate, amend or change, at any time, the Medicare Eligible Retiree Plan. The Board of Trustees also reserves the right, in its sole discretion, to change the eligibility rules, change the benefits, eliminate a benefit provider, reduce the benefits, require self-payments or increase self-payments. Under no circumstances will any benefits ever become nonforfeitable.

Liability of Participating Employers, Unions, and the Board of Trustees

No participating employer has any liability, directly or indirectly, to provide the benefits established by the Medicare Eligible Retiree Plan beyond the obligation of the participating employer to make contributions required by its collective bargaining agreement or its non-bargaining unit participation agreement. In the event there are insufficient assets to permit continued payments, nothing contained in this Plan or the Trust Agreement that created the Harrison Trust will be construed as obligating any participating employer to make benefit payments or contributions other than the contributions for which the participating employer may be obligated by the collective bargaining agreement or its non-bargaining unit participation agreement. Likewise, there will be no liability upon the Board of Trustees, individually or collectively, or upon the chapters of the National Electrical Contractors Association or IBEW Local Unions to provide the benefits established by this Plan if assets are not available to make such benefit payments.

ERISA Statement of Rights

As a participant in Harrison Electrical Workers Trust Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants will be entitled to the following rights:

1. Examine, without charge, at the Trust Office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (formerly the Pension and Welfare Benefit Administrator).
2. Obtain, upon written request to the Trust Office, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Trust Office may make a reasonable charge for the copies.
3. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this annual financial report.
4. Continue health care coverage for yourself, spouse, or Dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your Dependents may have to pay for such coverage. Review the Benefit Booklet starting on page 10 for the rules governing your COBRA Continuation Coverage rights.
5. Reduction or elimination of exclusionary periods of coverage for preexisting conditions under your group health plan, 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 when you lose coverage under the plan, when you become entitled to elect COBRA Continuation Coverage, when your COBRA Continuation Coverage ceases, and, if you request it, up to twenty-four (24) months after losing coverage. Without evidence of creditable coverage, you may be subject to a preexisting condition exclusion for six (6) months after your enrollment date in your coverage.

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 benefit 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 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.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored in whole or in part, you have the 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 reports 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 Trust Office.

If you have a claim for benefits that 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 medical child support order, you may file suit in federal court.

If it should happen that 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 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 it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Trust Office. If you have any questions about this statement or about your rights under ERISA or about your rights under the Health Insurance Portability and Accountability Act of 1996, 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. Alternatively, you may obtain assistance by calling the Employee Benefits Security Administration's toll-free number 866-444-3272 or writing to the following address:

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 at 866-444-3272. You may also find assistance for your questions and a list of Employee Benefits Security Administration field offices at: www.dol.gov/ebsa/.

Definition of Terms

Benefit Booklet – This booklet and any amendments, additions, or deletions hereto.

Board of Trustees – The individuals who govern the Harrison Electrical Workers Trust Fund and their successors.

Dental Plan – The dental benefit options currently offered by the Plan which are the Kaiser Permanente Dental Plan and the Willamette Dental Plan.

Dependent – means:

1. A Retiree's spouse (if not legally separated from the Retiree) and enrolled in Parts A and B of Medicare.
2. A Retiree's Domestic Partner if enrolled in Parts A and B of Medicare.
3. A Retiree's child (including a stepchild, legally adopted child or child placed in a Retiree's home pending adoption) who is:
 - a. Enrolled in Parts A and B of Medicare until the end of the month the child attains age twenty-six (26);
 - b. Enrolled in Parts A and B of Medicare who has attained age twenty-six (26) if the child is:
 - i. Mentally or physically unable to earn a living and proof of incapacity is furnished to the Board of Trustees within thirty-one (31) days of the date coverage would have ended due to age;
 - ii. Single and actually dependent on the Retiree for the majority of his or her support; and
 - iii. Covered by this Plan just prior to the day he/she attained age twenty-six (26).
4. A Retiree's unmarried grandchild, niece, or nephew, enrolled in Parts A and B of Medicare, in the custody of the Retiree and, for whom the Retiree is providing the majority of his or her support will be considered a Dependent if the Retiree has been named as legal guardian by a court of competent jurisdiction until the end of the month the grandchild, niece, or nephew has attained age twenty-six (26). Coverage for the grandchild, niece or nephew can continue beyond age twenty-six (26) provided the grandchild, niece, or nephew is enrolled in Parts A and B of Medicare and meets the criteria in paragraph 3(b) above.

Domestic Partner – The Retiree and another individual who meet the following criteria:

1. They are residing together and sharing the common necessities of life;
2. Neither of them is married or registered as the domestic partner with any other person in any jurisdiction;
3. They are at least eighteen (18) years of age;

4. They are not related by blood kinship closer than would bar marriage in the state where they reside;
5. They are mentally competent to consent to contract; and
6. They are each other's sole Domestic Partner.

The Board of Trustees may require the Retiree and Domestic Partner to submit affidavits, information, and documents to establish their Domestic Partner relationship. In the event the Retiree and Domestic Partner reside in a city, county, or other governmental unit that has a domestic partner registry, the Board of Trustees may require the Retiree and Domestic Partner to submit evidence that they are registered on a governmental body's domestic partner registry.

Electrical Industry – Work of any nature for an employer who performs the type of work that falls within the craft jurisdiction of a Local Union affiliated with the International Brotherhood of Electrical Workers.

Medicare – Medical benefits provided by Title XVIII of the Federal Social Security Act.

Open Enrollment Period – The period of time in which Retirees and Dependents can elect a different Medicare Supplement/Medicare Advantage Plan or Dental Plan or enroll in a Dental Plan.

Plan Administrator – The Board of Trustees of the Harrison Trust.

Plan or Medicare Eligible Retiree Plan – The health and welfare benefits described in this Benefit Booklet and any amendments, additions or deletions hereto.

Premium Reserve Account – A separate bookkeeping record the Trust Office maintains in the name of a Retiree or Dependent in accordance with the terms of the Harrison Electrical Workers Trust Fund's Flexible Benefits Plan.

Protected Health Information – Individually identifiable Protected Health Information that is not subject to specific exclusions. The definition of Protected Health Information in 45 C.F.R. § 160.301 is adopted for use in the Benefit Booklet.

Reserve Account – A separate bookkeeping record the Trust Office maintains that credits the hours or contributions that an employer pays to the Harrison Trust on behalf of an employee who works under a collective bargaining agreement or a non-bargaining unit participation agreement.

Restricted Non-Covered Employment – Work as an employee, independent contractor, owner, consultant or in any other capacity in the Electrical Industry that does not meet one (1) or more of the following criteria:

1. Work for an employer that has a contractual obligation to contribute to the Harrison Trust pursuant to a collective bargaining agreement or a Category II Agreement;
2. Work for an employer that contributes to a health and welfare plan sponsored by an organization affiliated with the International Brotherhood of Electrical Workers that has an agreement or

arrangement that transfers health and welfare contributions or eligibility on behalf of employees to the Harrison Trust;

3. Work for an employer that has a collective bargaining agreement that requires health and welfare contributions to a health and welfare plan where one (1) of the sponsors of the health and welfare plan is an organization affiliated with the International Brotherhood of Electrical Workers;
4. Work for an employer pursuant to a collective bargaining agreement negotiated with an organization affiliated with the International Brotherhood of Electrical Workers;
5. Work for an employer that is involved in contract negotiations with an employer that meets one (1) of the criteria in paragraphs 1 through 4 above.
6. Work for an employer in a related building trade pursuant to a referral or authority of an organization affiliated with the International Brotherhood of Electrical Workers;
7. Work for an employer as a SALT organizer authorized by an organization affiliated with the International Brotherhood of Electrical Workers; or
8. Work for an employer that does not meet one (1) of the criteria in paragraphs 1 through 7 above, but the individual has received approval from the Board of Trustees to engage in the work without jeopardizing his Harrison coverage.

Retiree – An individual who has completed an application for one (1) of the Medicare Supplement/Medicare Advantage Plans offered by the Board of Trustees and meets the eligibility requirements described in this Benefit Booklet.

Trust or Harrison Trust – The Harrison Electrical Workers Trust Fund.

Trust Office – A&I Benefit Plan Administrators, Inc., whose address is 1220 SW Morrison Street, Suite 300, Portland, OR 97205 and whose telephone numbers are 503-224-0048 and 800-547-4457.