

**MONTEBELLO TEACHERS
ASSOCIATION
SUPPLEMENTAL HEALTH
PLAN**

**SUMMARY PLAN DESCRIPTION
AND PLAN DOCUMENT**

January 2019

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PLAN PURPOSE

The Montebello Teachers Association Retiree Supplemental Health Plan is designed to provide health care for eligible retired District employees who are members of the MTA. The intent of the Plan is to continue retiree medical coverage beyond the age at which the District stops paying for coverage (age 67). The Plan is a “supplemental” health plan in that as a retiree you may be required to pay some of the cost for your health care coverage.

What Does the Plan Mean to Me?

As an active MTA member, your monthly contribution for retiree coverage will help to ensure that you will receive health coverage throughout your retirement. As long as you retire from the Montebello Unified School District (MUSD), meet all eligibility requirements and continue to pay the retired MTA dues, you will be covered under this plan.

For an MTA member who elects to either retire early or retire on a regular retirement option, health coverage will be provided either partially or fully by the District until age 67 at which time the Plan will become an important source for benefits and will help in paying the cost for retiree coverage.

Contribution Requirement – Before Age 67

During your working career, you are required to contribute ten months per year for retiree supplemental coverage through payroll deductions. This contribution is subject to change by action of the Board of Trustees and the MTA Representative Council. If you retire prior to age 67, you will be required to continue retiree contributions through deduction from an account established at a qualified financial institution of your choice until the month of your 67th birthday.

Self-Payment Requirement – Age 67 and Later

Once you reach age 67 and have a history of continuous retiree contributions, you will be eligible for retiree benefits. The amount of your self-payment will depend upon the cost of the medical plan you select from the options available for retirees through CalPERS.

Your premium for medical coverage is deducted monthly from your pension benefit payment. From Health Plan reserves, your account at a qualified financial institution of your choice is reimbursed monthly up to the maximum established by the Board. If the medical coverage you have enrolled in exceeds the maximum, the balance is considered your Self-Payment.

Whether you are working for the MUSD currently or you are retired, the MTA Retiree Supplemental Health Plan allows you to keep health coverage beginning at age 67.

DEFINITIONS

The terms used in this Summary Plan Description and Plan Document have the following meanings:

Administrative Office. The term “Administrative Office” means the office of the third party administrator (Coast Benefits) contracting with the Plan to provide the day to day Plan administration.

Board of Trustees. The term “Board of Trustees” means the persons designated in the Trust Agreement together with their successors designated and appointed in accordance with the terms of the Trust Agreement.

CalPERS. The term “CalPERS” means California Public Employees Retirement System.

Covered Retiree. The term “Covered Retiree” means an employee who has satisfied the rules for eligibility under this Plan.

Covered Retirement. The term “Covered Retirement” means the time at which an employee meets the rules for retirement from the MUSD that would qualify him or her for current or later benefits under this Plan.

Dependent. The term “Dependent” means the Covered Retiree’s legal spouse or domestic partner with whom you are registered in the state of California that has been enrolled in the plan for benefits.

District or MUSD. The term “District” means the Montebello Unified School District.

Early Retirement Option. The term “Early Retirement Option” means the option available to an employee who has completed 15 years of service with the MUSD who may choose to work 20 days per year while retired from the MUSD. This arrangement is permitted for 5 consecutive years prior to age 60.

Eligible Retiree. The term “Eligible Retiree” means an employee who has a minimum of 15 years of Contributory Service with the District prior to retirement.

Employer Minimum contribution Participants who retired prior to November 1, 2009, are subject to the Employer Minimum Contribution. The District is direct billed a flat dollar amount toward each retiree’s health care premiums (currently \$36.60 in 2018). Consequently, CalPERS reduces the Retiree’s deduction for health insurance premium by the amount direct billed to the District. The Trust Fund reimburses the retiree through his or her Camino Credit Union account or other eligible account for the difference between the amount available for the retiree’s benefits and the amount reimbursed to the District.

Example: The Trust Fund will reimburse up to \$500 (in 2018) toward the cost of premium for a retiree. The cost of premium for the retiree is \$600.

- The District is billed \$36.60 toward the cost of premium for the retiree.

- The Retiree’s STRS pension is reduced by \$563.40 (\$600 premium – \$36.60 Minimum Employer Contribution).
- The Trust fund reimburses the District \$36.60.
- The Trust Fund reimburses the Retiree \$463.40.00 to his or her Camino Federal Credit Union account or other eligible account.
- The Retiree’s out-of-pocket premium cost is \$100.00.

ERISA. The term “ERISA” means The Employee Retirement Income Security Act of 1974. This law gives Plan Participants certain rights as discussed in the ERISA section.

Medicare. The term “Medicare” means the hospital and medical insurance program administered by the Federal government through the Social Security Administration. Medicare has 4 parts: Part A is the in-patient hospital program; Part B is the doctors and medical service program; Part C covers the prepaid Medical Advantage plans; and, Part D is the prescription drug program.

MTA or Association. The term “MTA” or “Association” means the Montebello Teachers Association.

Participant. The term “Participant” means employees who are eligible to be covered by this Plan.

Plan. The term “Plan” means the Montebello Teachers Association Retiree Supplemental Health Plan.

Retirement. The term “retirement” means to retire under the rules and regulations of STRS.

STRS. The term “STRS” means the California State Teachers Retirement System.

Temporary Employee. The term “Temporary Employee” generally refers to any certificated employee who has been hired by the District into a position that is not considered a vacant position (e.g., to replace regular employees on leaves of absence or to fill in for regular employees who have been given categorically funded positions) and where, absent particular circumstances, the employee’s annual service will not count toward acquiring permanency.

Probationary Employee. The term “Probationary Employee” generally refers to any certificated employee hired by the District into a vacancy where the employee’s service may count toward permanency (usually two to three full years).

Permanent Employee. The term “Permanent Employee” generally refers to any certificated employee who has completed two full years of probationary service in a vacant position within the District; thereby, acquiring permanency.

Beneficiary. The term “Beneficiary” refers to any individual designated by a Participant to receive the Participant’s death benefit.

ELIGIBILITY

Eligibility to Participate in this Plan and Earn Contributory Service

One of the conditions to receive benefits from this Plan is that you be a participant and earn contributory service. Everyone who meets the three conditions below is automatically a Participant in the Plan. You are a Participant if you:

- (1) are a full-time employee of the District or an eligible Tandem Teacher;
- (2) are a full dues paying member of MTA; and
- (3) are covered under the MTA/MUSD collective bargaining agreement.

You are eligible to continue participation in the Plan only as long as you meet these conditions. Each year that you are a Participant (and the required contributions are made) counts as a year of contributory service. In order to be counted, years of contributory service must be consecutive except for approved leaves of absence from the District. After retirement from MUSD, participants who maintain MTA retiree membership remain eligible to receive benefits.

Eligibility for Health Benefits

Health benefits are only provided for Covered Retirees age 67 and older. Covered Retirees are Participants who satisfy all of the conditions below. You must:

1. have qualified for STRS retirement benefits or have maintained special management eligibility and have qualified for MUSD retirement health benefits as outlined under the collective bargaining agreement;
2. have been covered continuously under the MUSD retiree health plan until the age at which the MUSD retirement health coverage terminates (age 67): or
 - (a) Have been a Plan Participant from the beginning of your full-time employment with MUSD (or from September 1986, if earlier) until the time you retire from the District or pay retroactively for the time period missed; or
 - (b) If not a full dues paying member, you must have converted from non-member status to full membership status and paid retroactively for the non-membership period.
3. have retired under STRS and have not returned to MUSD paid employment with health benefits;
4. have purchased Part B of Medicare (if eligible) and enrolled in Part A (or petition a waiver for Part A from the Administrative Office);
5. maintain an account in the Camino Federal Credit Union or any other qualified financial institution;
6. have paid the active rate until age 67 and
7. pay annual MTA retiree dues.

Example #1 – Early Retirement

Michelle is a member who has reached age 55 and based on her service with the MUSD; Michelle is eligible for early retirement. During her time with the MUSD, Michelle has been a member of the MTA.

While on the Early Retirement Option, Michelle is able to continue her health care coverage which is deducted from her STRS distribution and reimbursed by MUSD to her designated account. Michelle will receive no more than the MUSD rate for active employees.

From age 60 to age 67 the MUSD pays a fixed monthly amount towards Michelle's health coverage. If Michelle's coverage costs more than the allotment, Michelle must pay the difference.

At age 67, the MUSD does not contribute at all towards the cost of Michelle's coverage. At this time, the Montebello Teachers Association Retiree Supplemental Health Plan becomes Michelle's health care funding source. The Plan reimburses up to the monthly amount the Board of Trustees has set at that time towards the cost of coverage.

Example #2 – Regular Retirement

Instead of retiring at age 55, Michelle remains with the MUSD until age 60 at which time she retires. As in the prior example, Michelle has been a MTA member continuously.

From age 60 to age 67 the MUSD pays a fixed monthly amount towards Michelle's health coverage. If Michelle's coverage costs more than the allotment, Michelle must pay the difference.

At age 67, the MUSD does not contribute at all towards the cost of Michelle's coverage. At this time, the Montebello Teachers Association Retiree Supplemental Health Plan becomes Michelle's health care funding source. The Plan reimburses up to the monthly amount the Board of Trustees has set at that time towards the cost of coverage.

Example #3 – Retirement On or After Age 67

John works for the MUSD until age 67 and retires. During the time he worked, John was continuously an MTA member. At age 67, John does not receive any coverage paid for by the District. The Retiree Supplemental Health Plan reimburses up to the monthly amount established by the Board of Trustees towards the cost of coverage. If the coverage costs more than the amount paid by the Plan, the difference is deducted from John's designated account.

If a Covered Retiree chooses to cover a Dependent, the dependent must be covered under the same health plan as the covered Retiree.

A Participant who neither qualified for nor elects to participate in MUSD retiree health coverage will not be eligible for any benefits under this Plan.

Example #4 – ROP Teacher

Bill works for the MUSD as a full-time teacher and is a contributing Trust member. He retires at age 60.

From age 60 to age 67 the MUSD pays a fixed monthly amount towards Bill's health coverage. If Bill's coverage costs more than the allotment, Bill must pay the difference.

At age 67, the MUSD does not contribute at all towards the cost of Bill's coverage. At this time, the Montebello Teachers Association Retiree Supplemental Health Plan becomes Bill's health care funding source. The Plan reimburses up to the monthly amount the Board of Trustees has set at that time towards the cost of coverage.

Probationary and Temporary Employees

1. Probationary Employees may opt out of being a Participant during their first two years of service in the District so long as they remain members in good standing of the Association. In the case of Probationary employees who chose to become Participants after the initial 2-year opt out period, they may make back payments to the Plan at the beginning of their third year for the total amount of the unpaid/missed contributions plus interest at the rate of 7% per annum, paid as a lump sum or in 10 installment payments per year for 2 years.
2. Temporary employees who acquire permanency have the option to join the Montebello Teachers Association and become a Participant of the Plan by initially choosing one of three options: (a) the employee may participate in the Plan from the time they first become a permanent certificated employee of the District; (b) the employee may participate in the Plan from the time they were reclassified by the District as a probationary certificated employee and make back payments to the Plan for the total amount of the unpaid/missed contributions plus interest at the rate of 7% per annum, paid as a lump sum or paid in 10 installment payments per year for 2 years; or (c) the employee may participate in the Plan from the first month they were employed in the District as a temporary employee and make back payments to the Plan for the total amount of the unpaid/missed contributions plus interest at the rate of 7% per annum, paid as a lump sum or paid in 10 installment payments per year for 6 years, if time permits before retirement.
3. Temporary employees who are not on the path to permanency (including those employees known as "level 0" probationary employees) may opt to participate in the Plan by one of three options: (a) the employee may begin participation in the Plan at the beginning of their employment as a temporary employee in the District; (b) the employee may begin participation in the Plan following the first two years of employment as a temporary employee in the District. If the employee elects to participate at the beginning of his/her third year, the employee is not obligated to make back payments for the first two years; but, under this option, if back payments are not made for the first two years of employment, such service will not be credited; (c) the employee may elect to participate in the Plan at any time and make back payments to the Plan from the time they first served as a temporary certificated employee with the District for the total amount of the unpaid/missed contributions plus interest at the rate of 7% per annum, paid as a lump sum or in 10 installment payments per year for 6 years, if time permits before retirement. Alternatively, the employee may pay the total amount of the unpaid/missed contributions, plus interest at the rate of 7% per annum, beginning with the third year of employment,

paid as a lump sum or in 10 installment payments per year for 6 years, if time permits before retirement.

4. In addition to the conditions above, Probationary and Temporary employees who chose to participate in the Plan on the basis of either paragraphs 1, 2 or 3, above, must elect to become members of the Plan at least five years prior to retirement, and must pay regular dues and contributions to the Montebello Teachers Association for at least five years prior to retirement. In all cases, the unpaid/missed contributions are the number of months from the time the Temporary or Probationary employee could have been eligible to participate in the Plan to the date he/she becomes a Member.

Non-Members

Non-Members are eligible to join the Montebello Teachers Association and qualify for retiree benefits under the Plan, if the following conditions are met:

1. They elect to become a member at least five years prior to retirement.
2. They pay regular dues and contributions to the Montebello Teachers Association for at least five years prior to retirement.
3. They make back payments to the Plan for the total amount of unpaid/missed contributions plus 7% interest per annum, paid:
 - (a) in 10 installment payments per year for 6 years, if time permits before retirement date; otherwise
 - (b) a lump sum payment prior to the retirement date. The unpaid/missed contribution is the number of months from the time the Non-Member could have been eligible to participate in the Plan to the date he/she becomes a member.

LOSS OF ELIGIBILITY

Break in Service

Participants in the Montebello Teachers Association Retiree Supplemental Health Plan who have a break in service will be subject to the following rules:

1. Fifty percent Tandem Teachers shall be eligible and required to make regular contributions as long as they are contracted teachers, eligible to earn service credits, and eligible to return to full time assignments.
2. Bargaining unit members returning from District-approved leaves shall have the opportunity to make the necessary payment during their leaves to gain credit for the year's contributions.
3. Bargaining unit members returning from leaves of absence shall have up to six months to pay the necessary months missed for the school year ending June 30. Members returning from leaves of absence of two pay periods or less shall make their contributions by June 30 of that school year.

4. Bargaining unit members returning from leaves of absence who do not make back payments shall not be credited for a full year of service.
5. Bargaining unit members who were formerly designated as agency fee payers and who opt to become full members of the MTA as of December 1, 2018, shall only be required to make contributions from that date forward. Individuals who exercise this one time option shall not receive any credit for prior service to the District while they were classified as agency fee payers.
6. For all employees hired prior to July 1, 2018, a former bargaining unit member who leaves the bargaining unit may request a reimbursement of contributions up to a maximum of \$1,500 payable by the Association.
7. Temporary employees who no longer wish to remain Participants of the Plan, but wish to remain members of MTA in good standing may elect to withdraw from the Plan prior to December 1, 2019, and exercise an option to receive a one-time reimbursement of \$1,500 payable by the Association. Such employees shall not receive any credit for subsequent service to the District, but shall retain the option to reinstate their status as Participants in the Plan if they meet the requirements of paragraph 5 in the section, above, relating to Non-Members.

Death Benefit

There are two instances where benefits can be paid to the beneficiary of the deceased Covered Retiree.

- If a Participant who satisfied the rules for eligibility as a Covered Retiree dies before receiving benefits, a death benefit equal to contributions made by the Participant will be paid to the beneficiary designated on the Covered Retiree's "Warrant Beneficiary Form" filed with MUSD. Should the Warrant Beneficiary predecease the Covered Retiree, the Death Benefit will be paid to the Covered Retiree's estate.
- If a Covered Retiree begins receiving benefits, and dies after receiving benefits for less than 48 months, the designated beneficiary will receive a lump sum benefit equal to twelve times the allowable monthly negotiated rates. After 48 months, there are no death benefits.

In each case, upon their initial employment, a Participant shall designate a Beneficiary when requested to do so by the Plan administrator. It shall be the responsibility of the Participant to revise or amend the designation, as necessary. If no Beneficiary has been designated by a Participant or a Covered Retiree at the time of death, the Plan shall direct all benefits to any Beneficiary on file with STRS or, alternatively, the District.

Health Benefits and Options

The District, under the terms of the collective bargaining agreement, provides health care coverage for eligible retirees under age 67. Beginning at age 67, the District makes medical coverage available for purchase by the retiree through the Plan.

The Plan has an agreement with CalPERS that allows retirees to select coverage through one of the retiree plans offered. The medical plans offered through CalPERS are summarized in the attachment. Details of the plans are available through CalPERS in the carriers' Evidence of Coverage booklets or can be reviewed on the CalPERS website.

Cost of Coverage

Your cost for medical coverage will be determined by the benefits selected, whether you are covering one or two people, and the amount paid by the Plan.

You will select a medical plan and coverage for either one-party or for two-parties. The total cost for the benefits will be paid by: (1) The Plan (In 2018, a maximum payment of \$500 per month less the amount required by CalPERS to be paid each month for each retiree); and, (2) by the Covered Retiree (the total medical cost less the amount paid by the Plan).

Your premium for medical coverage is deducted monthly from your pension benefit payment. From Health Plan reserves, your designated account at any eligible financial institution is reimbursed monthly up to the maximum established by the Board. If the medical coverage you have enrolled in exceeds the maximum, the balance is considered your Self-Payment.

Note: You do not have to establish a separate or new credit union account for payment of medical benefits; you can continue to use the designated account you had as an active employee.

OTHER FACTS

Social Security and Medicare

1. Medicare is part of the Social Security system and if you have earned at least 40 quarters of Social Security credit, you are eligible for Medicare. A maximum of 4 quarters can be earned per year; but the number of quarters earned per year is based upon earnings and not time.
2. Certificated employees in California public schools after March 31, 1986, are contributing to Medicare and will become eligible for Medicare at retirement. There is no Social Security benefit with this provision.
3. Each of the District health insurance carriers requires that the subscriber purchase Medicare Part B, which must be purchased at the later of age 65 or retirement. Part A of Medicare is the part that automatically comes to those who have earned 40 quarters of Social Security credits (no purchase required).

Medicare Part A

The benefit coverage for those who qualify for Medicare (40 quarters) upon application is provided at no cost. If you don't qualify, you may purchase coverage. Please contact your nearest Social Security office.

Part A pays for inpatient hospital, skilled nursing facility and some home health care. Part A has a deductible for 2018 of \$1,340 plus coinsurance. Premiums and deductibles are subject to change each year.

The Plan health carriers are supplemental to Part A (hospitals) and will generally cover all of the costs within their plan provisions for Part A services.

Medicare Part B

This coverage must be purchased by all parties. As of June 1, 2018, the standard cost of part B is \$134 per month. This amount is subject to change each year.

Part B covers physician and medical care. Payments are based on negotiated fees. Plan B has a \$183 deductible for 2018 plus 20% copay of the approved amounts after the deductible is satisfied. Premiums and deductibles are subject to change each year.

The Plan's health carriers are supplemental to Part B (physicians) and will generally cover all costs within their plan provisions Part B services.

Additional Information About Medicare and Social Security

1. Some members may be covered by Medicare through their spouses.
2. *Note: The following information is not a recommendation; it is provided only to let you know about an option that may be available for you.* A person can earn Social Security Credit during retirement. However, prior to applying for Medicare, as a self-employed person you would have to pay the full employer and employee Social Security taxes. While some retirees have been successful in declaring their Early Retirement Option as independent contracting income and paying the necessary taxes, this method has not been successful for all retirees. The key seems to be declaring yourself as a self-employed independent contractor on your IRS returns with earned income from other sources besides the school district. Nevertheless, you should consult with your tax consultant regarding your individual situation.
3. If you qualify and enroll in a Medicare Advantage Plan (Part C), you generally will receive all of the hospital, medical and prescription drug benefits through the Medicare Advantage Plan.
4. If you qualified for Medicare Part A and Part B and you elect coverage under a Medicare supplemental plan that does not provide prescription drug benefits, you may purchase prescription drug coverage under a Medicare Part D plan.
5. Visit the following web sites for more information:
Medicare: www.medicare.gov
Social Security Administration: www.ssa.gov

Women's Health and Cancer Rights Act of 1998

Pursuant to the Women's Health and Cancer Right Act of 1998, your Plan provides breast reconstructive surgery in connection with a mastectomy. These benefits include coverage for: (1) reconstruction of the breast on which the mastectomy has been performed; (2) surgery and reconstruction of the other breast to produce a symmetrical appearance; and (3) prosthesis and physical complications at all states of a mastectomy, including lymphedemas, in a manner determined in consultation with the attending physician and the patient.

Newborns' and Mothers' Health Protection Act of 1996

Effective January 1, 1998, an eligible mother and newborn child may have a hospital stay of up to 48 hours for a normal or vaginal delivery, and a hospital stay of up to 96 hours for a cesarean birth, unless an attending physician in consultation with the mother approves an earlier discharge. The time periods outlined above begin at birth of the child.

CLAIMS AND APPEALS PROCEDURES

The Plan administers health benefits through CalPERS. You should carefully review the claims appeals procedures for services which are denied in whole or in part by any of the listed providers. If you wish to file a claim, dispute, complaint, or appeal a claim, you must follow the providers' procedures for claims and appeals outlined in the Evidence of Coverage (EOC) booklet.

For claims and appeals regarding your eligibility under the Plan, you have the right to appeal any decision made by the Administrative Office or the Board of Trustees. You have the right to be represented by an attorney or another representative throughout the claims and appeals procedure. If you or your dependent makes a written claim for eligibility, the Plan must notify you of the status of your claim within 90 days of submission of your claim. Occasionally, special circumstances require additional time for processing the claim. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to make the benefit determination.

The Plan will notify you of its benefit determination within a reasonable period of time, but not later than the end of 90 or 180 days, depending on the existence of special circumstances. If your claim for benefits is denied, you will be notified in writing. This written notification to you will explain why your claim was denied, refer to specific plan provisions on which this determination is based, tell you to submit any information or other material that might help your claim to be reconsidered, and describe the Plan's appeal procedures and time limit to bring such an appeal.

You have the right to appeal any denial for any reason. Your appeal should set out the reason for your appeal and include any evidence or documentation which supports your position. Upon written request, you may review pertinent Plan documents and be provided, free of charge, reasonable access to copies of all Plan documents, relevant to your appeal. Your appeal may include information or documentation relating to your claims, whether or not such information or documentation was considered or submitted in the initial claim.

Your appeal will be reviewed, within 60 to 120 days of receipt, by the Board of Trustees. The Board of Trustees has discretionary authority and power to make factual findings, to fix omission, to resolve Plan ambiguities, to construe the terms of the Plan, to make benefit eligibility determinations, and to resolve any other dispute under this Plan. The Board of Trustees will either approve your appeal, request additional information and additional time to consider your appeal, or deny your appeal.

If the Board of Trustees requires additional time and/or information, you will be notified within the original 60 day period. The Board of Trustees will make a decision within 60 days of receipt of the additional information.

If the Board approves your appeal, you will be notified within a reasonable time of its decision. If your appeal is denied, you will be notified in writing within 60 days of receipt of your appeal.

by the Administrative Office. The written notification will explain to you why your appeal was denied; refer you to specific plan provisions on which this determination is based; inform you of your right to receive, upon request and free of charge, reasonable access to, and copies of all Plan documents relevant to your appeal; and inform you of your right to bring a lawsuit under ERISA. The decision of the Board of Trustees is final and binding upon you and the Board of Trustees.

If you decide to file a legal action against the Plan, a Trustee, the Board, or other Plan fiduciary, you must first exhaust the claims and appeals procedures above and you must file such action within two years from the date of the Plan's or any of the aforementioned parties' final decision.

SUMMARY OF PLAN'S PRIVACY PRACTICES

A Federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) requires the health plans protect the confidentiality of your private health information. The Plan will protect the privacy of your protected health information (PHI). The Plan will also require contracting providers and business associates such as the Plan's lawyers, accountants, and third party professionals, to protect your PHI. PHI is health information that includes your name, Social Security number, or other information that reveals who you are. You may generally see and receive copies of your PHI, correct or update your PHI, and ask the Administrative Office for an accounting of certain disclosures of your PHI.

The Plan may use or disclose your PHI for treatment, payment and health care operations purposes, including health research and measuring the quality of care and medical services. The Plan is sometimes required by law to give PHI to government agencies or in judicial action. In addition, your identifiable medical information is shared with employers only with your authorization or as otherwise permitted by law. The Plan will not use or disclose your PHI for any other purpose without your (or your representative's) written authorization, except as provided in the Plan's Notice of Privacy Practices. Giving the Plan authorization is at your discretion.

This is only a brief summary of some of the Plan's key privacy practices. The Plan's Notice of Privacy Practices describing the Plan's policies and procedures for preserving the confidentiality of your medical records and other PHI is available at no cost and will be furnished to you upon your request. To request a copy, please contact:

Sandra Eatchel/Jacky Ferreira
Coast Benefits, 3444 Camino Del Rio North Suite 100
San Diego, CA 92108

ERISA Rights

As a participant in the Montebello Teachers Association Retiree Supplemental Health Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants are entitled to the following rights.

Receive Information about Your Plan and Benefits

You have the right to:

- Examine, without charge, at the plan administrator office and at other specified locations, such as worksites and union halls, all documents governing the plan. These documents include insurance contracts, 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 plan administrator, copies of documents governing the operation of the plan. These include insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The plan administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

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 employee benefit plans. 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 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 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 it within 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 plan 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 medical child support order, you may file suit in federal

court. However, you may not begin any legal action, including proceedings before administrative agencies, until you have followed and exhausted the Plan's claims and appeals procedures. 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 plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory. Alternatively, you may obtain assistance by calling EBSA toll-free at (866) 444-EBSA (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 EBSA. For single copies of publications, contact the EBSA brochure request line at (800) 998-7542 or contact the EBSA field office nearest you.

You may also find answers to your plan questions and a list of EBSA field offices at the website of EBSA at www.dol.gov/ebsa.

Nothing in the foregoing statement is meant to interpret, extend, or change in any way the provisions expressed in the Plan.

The Board of Trustees reserves the right to amend, modify, or discontinue all or part of this Plan at any time and for any reason, in its sole and absolute discretion in accordance with procedures specified in the Trust Agreement. You will receive written notice of any Plan changes.

General Plan Information

Plan Name Montebello Teachers Association Retiree Supplemental Health Plan

Plan Type This is a welfare plan that supplements medical premium costs for retiree health benefits.

Plan Number. Employer Identification Number issued to the Plan is 95-414329. The Plan Number is 501.

Funding Medium. Benefits of the Plan are provided under service agreements or insurance contracts with various providers through CALPERS. For more information, see "Organizations through Which Benefits Are Provided".

Contribution Source. The benefits described in this booklet are provided through member contributions made during active employment, self-payments deducted from the retiree's account at the Montebello School Federal Credit Union and through investment earnings under this Plan. Plan assets are held in trust at US Bank and are managed by Verus, the Plan's financial advisor.

The fiscal records of the Plan are kept separately for each fiscal plan year. The fiscal year begins on September 1 and ends on August 31.

Plan Administrator
Board of Trustees
Montebello Teachers Association Retiree Supplemental Health Plan
c/o Coast Benefits
3444 Camino Del Rio North, Suite 100
San Diego, CA 92108

The Board of Trustees is the Plan Administrator. This means that the Board of Trustees is responsible for seeing that information regarding the Plan is reported to government agencies and disclosed to Plan participants and beneficiaries in accordance with the requirements of the Employee Retirement Income Security Act of 1974 (ERISA). The Board has contracted with a third party administrator, Coast Benefits, to handle the day-to-day business of the Plan.

Plan Administration

The Plan is administered by the Board of Trustees, on which employees are represented. If you wish to contact the Board of Trustees, you may do so at the address and phone number shown below.

The routine functions of the Plan are performed by Coast Benefits a third party administrator (TPA) which functions by contract as the Administrative Office for the Plan:

Sandra Eatchel/Jacky Ferreira
Coast Benefits
3444 Camino Del Rio North, Suite 100
San Diego, CA 92108
(800) 886-7559

The names of the members of the Board of Trustees as of January 1, 2018 are:

Gilbert Gomez, Trustee	Doug Patzkowski, President MTA
Kathy Schlotz, Executive Director MTA (Ex-Officio Non-Voting Member)	Andy Shinn, Trustee
Lorraine Richards, Immediate Past President (Ex-Officio Non-Voting Member)	Roshan Shah, Trustee
	Brenda Wade, Trustee (Retiree)

Board members may be contacted through the Administrative Office, Coast Benefits.

Agent for Service of Legal Process:

Sandra Eatchel/Jacky Ferreira
Coast Benefits
3444 Camino Del Rio North, Suite 100
San Diego, CA 92108

Legal process may also be served on a Plan Trustee.

Organizations Through Which Benefits Are Provided

The following benefits are obtained through CalPERS' contracts with various providers:

Benefit	Identity of Provider
<i>Elected Health Care Plan</i>	CalPERS Benefits Services Division PO Box 942716 Sacramento, CA 94229-2716 (888) 225-7377

Determining Documents

If you are eligible under the Plan, your rights can be determined only by the:

- Trust's rules, contracts, and other documents establishing the Plan for benefits provided directly by the Trust;
- group medical and hospital service agreements relating to the hospital and medical benefits provided by health maintenance organizations; and
- The information in this booklet is intended to be a summary of the Fund's eligibility rules and benefits. However, the provisions of current governing Plan documents will prevail in any dispute. Copies of current Plan documents may be requested from the Administrative Office. Separate brochures are provided covering prepaid medical plans.

The carriers that provide fully insured benefits, identified above, pay claims and handle claims appeals related to their program of benefits. These organizations will supply you, upon written request, printed materials concerning the nature of services provided, conditions pertaining to eligibility to receive such services (other than general conditions pertaining to eligibility for participation in the Trust), circumstances under which such services may be denied, the procedures to be followed in obtaining such services, and the procedures available for the review of claims for services that are denied in whole or in part. Requests for such material may be addressed to the Plan Administrator at the address given above.

Trust Fund

The Trust's assets and reserves are held in trust by the Board of Trustees of the Montebello Teachers Association Retiree Supplemental Health Plan. An account was established with US Bank for this purpose. Verus assists the Board in its capacity as investment advisors.