

PLAN AMENDMENT #2
and
SUMMARY OF MATERIAL MODIFICATION
for
THE EDCARE GROUP HEALTH BENEFITS PLAN (Restated October 1, 2015)

Effective October 1, 2016, The EdCare Group hereby amends the Benefit Document & Summary Plan Description as follows:

MEDICAL BENEFIT SUMMARY

CHOICE OF PROVIDERS

The Plan Sponsor has contracted with an organization or "Network" of health care providers. When obtaining health care services, a Covered Person has a choice of using providers who are participating in that Network or any other Covered Providers of his choice (Non-Network providers). In California, network providers are those participating in the **Anthem Prudent Buyer Network**. Outside of California, network providers are those participating in the **Anthem Blue Card Network**. Note: Sutter Health network, including physicians and hospitals, are Non-Network providers under this Plan.

CLAIMS AUDIT

Despite the existence of any agreement to the contrary, the Plan Administrator has the discretionary authority to reduce any charge to either a Network negotiated rate or Usual and Customary and Reasonable charge, in accord with the terms of this Plan Document.

SCHEDULE OF MEDICAL BENEFITS

The percentages shown in the schedule reflect the amounts the Plan pays of Eligible Expenses after any required Deductible or Co-Pay has been applied. For Network providers, this means that the percentages apply to the negotiated rates. For Non-Network providers in the same service area as Network providers, percentages apply to amounts that would have been paid to a Network provider. For Non-Network providers in a service area where no Network providers are available, percentages apply to "Usual and Customary" and "Reasonable". See "Usual and Customary" and "Reasonable" in the **Definitions** section for more information.

MODERN CARE PLAN

CALENDAR YEAR DEDUCTIBLES

Individual Deductible

Non-Network

\$4,500

An individual within a family shall not have a deductible that is more than the individual deductible limit. Network Provider deductible is not applied toward the Non-Network Provider deductible.

MEDICAL

OUT OF POCKET MAXIMUMS

For family coverage, an individual within a family shall not have a maximum out of pocket limit that is greater than the maximum out of pocket limit for an individual. After the individual maximum has been satisfied by a person enrolled in family coverage, the plan will pay the remaining charges incurred by that person. The out of pocket amount includes copays, deductible and coinsurance amounts for 'essential health benefits' as defined under the Affordance Care Act.

MODERN CARE PLAN - *continued*

PRESCRIPTION

OUT-OF-POCKET MAXIMUMS

\$3,000 Individual/ \$7,500 Family (2.5xIndividual)
(Network Providers Only)

For family coverage, an individual within a family shall not have a maximum out of pocket limit that is greater than the maximum out of pocket limit for an individual. After the individual maximum has been satisfied by a person enrolled in family coverage, the plan will pay the remaining charges incurred by that person. The out of pocket amount includes copays, deductible and coinsurance amounts for 'essential health benefits' as defined under the Affordable Care Act.

ELIGIBLE MEDICAL EXPENSES

Network

Non-Network

Hospital Services

Emergency Room, per use in a true emergency	\$250 Co-Pay, then 90%	\$250 Co-Pay, then 90%
in a non-emergency situation	\$250 Co-Pay, then 90%	\$250 Co-Pay, then 50%

Eligible Expenses for Inpatient room and board are limited: (1) at a Network or Non-Network Hospital, to the Network negotiated rates and, (2) at a Non-Network Hospital in a service area where no Network Hospitals are available, to the Semi-Private Room Charge (see **Definitions**) or the Usual and Customary and Reasonable charge for an Intensive Care Unit. Excess charges for a private room accommodation will be covered when Medically Necessary.

Prescription Drugs, Outpatient

Retail Feature (34-day supply, formulary)

Brand-Name Drug (no generic available)

\$45 Co-Pay†

Brand-Name Drug (generic available)

\$80 Co-Pay†

IPM will offer a network of specialty pharmacy services in order to provide services to individuals with complex chronic conditions. Specialty drugs will be subject to a \$200 Co-Pay for a one-month supply.

Telehealth/Internet-based services

\$30 Co-Pay†

Service is only available when rendered by an Anthem LiveHealth Online provider. If rendered by any other provider, there is no coverage.

BRONZE PLAN

CALENDAR YEAR DEDUCTIBLES

An individual within a family shall not have a deductible that is more than the individual deductible limit.

BRONZE PLAN - continued

OUT OF POCKET MAXIMUMS	Network
Individual Maximum	\$ 6,850
Family Maximum	\$13,700

For family coverage, an individual within a family shall not have a maximum out of pocket limit that is greater than the maximum out of pocket limit for an individual. After the individual maximum has been satisfied by a person enrolled in family coverage, the plan will pay the remaining charges incurred by that person. The out of pocket amount includes copays, deductible and coinsurance amounts for 'essential health benefits' as defined under the Affordable Care Act.

ELIGIBLE MEDICAL EXPENSES

Prescription Drugs, Outpatient	
<u>Retail Feature</u> (34-day supply, formulary)	\$45 Co-Pay†
Brand-Name Drug (no generic available)	\$80 Co-Pay†
Brand-Name Drug (generic available)	

IPM will offer a network of specialty pharmacy services in order to provide services to individuals with complex chronic conditions. Specialty drugs will be subject to a \$200 Co-Pay for a one-month supply.

Hospital Services
Eligible Expenses for Inpatient room and board are limited: (1) at a Network or Non-Network Hospital, to the Network negotiated rates and, (2) at a Non-Network Hospital in a service area where no Network Hospitals are available, to the Semi-Private Room Charge (see Definitions) or the Usual and Customary and Reasonable charge for an Intensive Care Unit. Excess charges for a private room accommodation will be covered when Medically Necessary.

Telehealth/Internet-based services	\$30 Co-Pay†
Service is only available when rendered by an Anthem LiveHealth Online provider. If rendered by any other provider, there is no coverage.	
† Calendar Year Deductible does not apply	

<u>APPENDIX FOR PREVENTIVE SERVICES FOR PREGNANCIES OF A COVERED EMPLOYEE OR DEPENDENT SPOUSE (NO COST-SHARING)</u>	
Preeclampsia Preventive Medicine	Use of low-dose aspirin (81 mg/d) as preventive medication after 12 weeks of gestation in women who are at high risk for preeclampsia.

GENERAL EXCLUSIONS

Excess Charges - Charges in excess of the Network negotiated rate, or Usual and Customary and Reasonable fees, for services or supplies.

ELIGIBILITY AND EFFECTIVE DATES

Variable Hour Employees eligible pursuant to the Affordable Care Act – An ACA-Eligible Employee must work a sufficient number of hours over the measurement period selected by their employer District to be considered a “full time employee” under the Affordable Care Act as defined by Internal Revenue Code §4980H(c)(4). For the 2016 plan year, an ACA-Eligible employee means an employee who is employed on average at least 30 hours of service per week over the measurement period selected by the District, however that definition shall be updated from time-to-time in accordance with revisions to IRC §4980(H). An ACA-Eligible Employee’s eligibility to participate in the Plan begins after the measurement period, and any related administrative period selected by their District, concludes. An ACA-Eligible Employee will be offered coverage to participate in the Plan for the stability period that corresponds to their applicable measurement period.

Dual coverage – When a husband and wife are both enrolled for coverage as Employees under this Plan, each has the option to enroll eligible Dependents for coverage hereunder. The combined maximum contractual benefits to which both Employees are entitled hereunder will not exceed the aggregate of 100 percent of the Network negotiated rate for the Eligible Expenses. In a service area without Network providers, the combined maximum contractual benefits will not exceed the aggregate of 100 percent of the Usual and Customary and Reasonable charge(s) for the Eligible Expense. See **Coordination of Benefits** section for claims handling procedures.

GENERAL PLAN INFORMATION

Notice of Privacy Practices – THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Permissible uses and disclosures:

The EdCare Group (Plan) may use your health information, that is, information that constitutes protected health information (PHI) as defined in the Privacy Rule of the Administrative Simplification provision of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), for purposes of arranging for your treatment, making or obtaining payment for your care and conducting health care operations.

The follow is a summary of how your health information may be used and disclosed:

For Treatment. The Plan does not provide treatment. However, the Plan may use or disclose your health information to support treatment and the management of your care. For example, the Plan may disclose that you are eligible for benefits to a health care provider who contacts the Plan to verify your eligibility.

To Make or Obtain Payment. The Plan will use or disclose your PHI to pay claims for services provided to you. For example, the Plan may contact another health plan to coordinate your benefits.

To Conduct Health Care Operations. The Plan may use or disclose health information for its own operations to facilitate the administration of the Plan and as necessary to provide coverage and services to all of the Plan’s participants. For example, the Plan may use your health information to engage in customer service and appeal services.

For Distribution of Health-Related Benefits and Services. The Plan may use or disclose your health information to provide to you information on health-related benefits and services that may be of interest to you.

Public Health Risks. The Plan may disclose medical information about you for public health activities. These activities generally include the following:

- To prevent or control disease, injury or disability;
- Prevent or reduce a serious threat to your health or safety.

For Disclosure to the Plan Sponsor. The Plan may disclose your health information to the Plan Sponsor for plan administration functions performed by the Plan Sponsor on behalf of the Plan. The Plan also may provide summary health information to the Plan Sponsor so that the plan sponsor may solicit premium bids from other health plans or modify, amend or terminate the Plan.

When Legally Required. The Plan will disclose your health information when it is required to do so by any federal or state law to ensure the Plan's compliance with privacy laws.

In Connection With Judicial and Administrative Proceedings. As permitted or required by state or federal law, the Plan may disclose your health information in the course of any judicial or administrative proceeding in response to an order of a court or administrative tribunal as expressly authorized by such order or in response to a subpoena, discovery request or other lawful process.

For Law Enforcement Purposes. As permitted or required by state or federal law, the Plan may disclose your health information to a law enforcement official for certain law enforcement purposes.

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

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

For Worker's Compensation. The Plan may release your health information to the extent necessary to comply with laws related to worker's compensation or similar programs.

For Underwriting and Related Purposes. The Plan may use or disclose your health information for the purposes of underwriting, premium rating, or other activities relating to the creation, renewal or replacement of health insurance, but is prohibited from using or disclosing your genetic information for such purposes.

Authorization to use or disclose PHI.

Designate Someone to Act on Your Behalf. You may have someone contact the Plan and exercise your rights on your behalf by completing a Designation of Authorized Representative form. This form should be completed whenever you wish to have your spouse or other personal representative call the Plan. You may obtain the form by calling Delta Health Systems at the number shown on your Plan ID card, or visiting Delta's website at deltahealthsystems.com. You may mail the form, or other legal document such as a power of attorney, to the address shown on the form.

Other than the activities described in this Notice, the Plan generally will not disclose your health information unless you have designated someone to act on your behalf. If you are not able to tell the Plan your preference, for example if you are unconscious, the Plan may share your information if it is in your best interest.

The Plan must obtain your authorization before using or disclosing your health information for marketing purpose or sells your information to a third party.

If you authorize the Plan to use or disclose your health information, you may revoke that authorization at any time by writing to Delta Health Systems.

Your rights:

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

Right to Request Restrictions. You may request restrictions on certain uses and disclosures of your health information. You have the right to request a limit on the Plan's disclosure of your health information to someone involved in the payment of your care. However, the Plan is not required to agree to your request. If you wish to make a request for restrictions, please contact the Plan's Privacy Officer at the address shown under the "Contact Person – Privacy Officer" section of this Notice.

Right to Receive Confidential Communications. You have the right to request that the Plan communicate with you in a certain way if you feel the disclosure of your health information could endanger you. You may be required to provide a statement that disclosure of your health information could endanger you. For example, you may ask that the Plan only communicate with you at a certain telephone number or by email. If you wish to receive confidential communications, please make your request in writing to the Plan's Privacy Officer at the address shown under the "Contact Person – Privacy Officer" section of this Notice. The Plan will attempt to honor your reasonable requests for confidential communications.

Right to Inspect and Copy Your Health Information. You have the right to inspect and copy your health information. A request to inspect and copy records containing your health information must be made by calling Delta Health Systems at the number shown on your Plan ID card. Delta will provide a copy or a summary of your health and claim records, usually within 30 days of your request. If you request a copy of your health information, the Plan may charge a reasonable fee for copying, assembling costs and postage, if applicable, associated with your request. The Plan may deny your request in limited situations.

Right to Amend Your Health Information. If you believe that your health information records are inaccurate or incomplete, you may request that the Plan amend the records. That request may be made as long as the Plan maintains the information. A request for an amendment of records must be made in writing to Delta Health Systems at PO Box 80, Stockton, CA 95201. The Plan will respond to your request in writing within 60 days. The Plan may deny the request if it does not include a reason to support the amendment. The request also may be denied if your health information records were not created by the Plan, if the health information you are requesting to amend is not part of the Plan's records, if the health information you wish to amend falls within an exception to the health information you are permitted to inspect and copy, or if the Plan determines the records containing your health information are accurate and complete.

Right to an Accounting. You have the right to obtain a list of certain disclosures the Plan has made of your protected health information. This is often referred to as an "accounting of disclosures." You can ask for an accounting of the times the Plan has shared your health information in the last six years prior to the date you asked, who we shared it with, and why. We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make to a designated representative.) If you want to exercise this right, your request to the Plan must be in writing to Delta Health Systems at PO Box 80, Stockton, CA 95201. You may make one (1) request in any 12-month period at no cost to you, but the Plan may charge a fee for subsequent requests. You will be notified of the fee in advance and have the opportunity to change or revoke your request.

Notification of Breach of Unsecured PHI. If PHI that the Plan or any of its business associates uses or discloses is breached and the result is a compromise of the privacy or security of your PHI, you will be notified in writing.

Right to a Paper Copy of this Notice. You have a right to request and receive a paper copy of this Notice at any time, even if you have received this Notice previously or agreed to receive the Notice electronically. To obtain a paper copy, please contact the Plan's Privacy Officer at the address shown under the "Contact Person – Privacy Officer" section of this Notice.

Duties of the Plan.

The Plan is required by law to maintain the privacy of your health information as set forth in this Notice, provide to you this Notice of its duties and privacy practices and to notify you following a breach of your unsecured health information. The Plan is required to abide by the terms of this Notice, which may be amended from time to time. The Plan reserves the right to change the terms of this Notice and to make the new Notice provisions effective for all health information that it maintains. If the Plan changes its policies and procedures, the Plan will revise the Notice and will provide a copy of the revised Notice to you within 60 days of the change.

File a complaint.

You have the right to express complaints to the Plan and to the Secretary of the Department of Health and Human Services if you believe that your privacy rights have been violated. Any complaints to the Plan should be made in writing to the Privacy Officer at the address shown under the "Contact Person – Privacy Officer" section of this Notice. You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.

The Plan encourages you to express any concerns you may have regarding the privacy of your information. You will not be retaliated against in any way for filing a complaint.

Privacy Officer

The contact person for issues concerning your privacy rights is the Fowler USD Benefit Specialist who may be reached at (559) 834-2591. You may also contact Delta Health Systems at number on your ID card and ask to speak with their Privacy Officer.

Effective Date

This Notice is effective October 1, 2016.

All other sections of the Plan remain unchanged.

NOTICE TO PLAN PARTICIPANT: REVIEW THIS AMENDMENT CAREFULLY AND THEN INSERT IT INTO YOUR BENEFIT BOOKLET. THIS AMENDMENT REFLECTS CHANGE(S) TO YOUR SUMMARY PLAN DESCRIPTION AND MAY INCLUDE MATERIAL MODIFICATIONS IN PLAN BENEFITS.

AMENDMENT & SUMMARY OF MATERIAL MODIFICATIONS THE EDCARE GROUP HEALTH BENEFITS PLAN

PLAN AMENDMENT #3

Effective October 1, 2017, the Plan is amended as follows:

MEDICAL BENEFITS SUMMARY

- **Modern Care Plan** - Non-Network Individual Deductible increases to \$5,000.
- **Modern Care Plan** - Diagnostic Services, Complex Services (generally those over \$500) – Co-pay increases to \$75.00, then 90% coinsurance
- **Modern Care Plan & Bronze Plan:** Prescription Drugs, Outpatient, Retail, Specialty drug Co-pay increases to \$250
- **Modern Care Plan & Bronze Plan:** IPM Basic Formulary Preferred Drug List applies.

ELIGIBLE MEDICAL EXPENSES

- **Prescription Drugs** (Outpatient) – coverage includes charges for: injectable testosterone, including syringes and/or needles for testosterone administration

MEDICAL LIMITATIONS AND EXCLUSIONS

- **Modern Care Plan & Bronze Plan:** Testosterone is available only as an injectable, except when topical testosterone replacement therapy is used in the treatment of primary or hypogonadotropic hypogonadism (congenital or acquired).

All other sections of the Plan remain unchanged.

NOTICE TO PLAN PARTICIPANT: REVIEW THIS AMENDMENT CAREFULLY AND THEN INSERT IT INTO YOUR BENEFIT BOOKLET. THIS AMENDMENT REFLECTS CHANGE(S) TO YOUR SUMMAR PLAN DESCRIPTION AND MAY INCLUDE MATERIAL MODIFICATIONS (REDUCTIONS) IN PLAN BENEFITS.