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**ODD FELLOWS SIERRA RECREATION ASSOCIATION  
SECTION 125 POP PLAN**

**SUMMARY PLAN DESCRIPTION**

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## Summary Plan Description

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## Article I

### INTRODUCTION TO YOUR PLAN

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Odd Fellows Sierra Recreation Association offers a "Cafeteria Plan" as part of your employee benefits program. This Plan was instituted on August 1st, 2007. This Plan is intended to qualify under Section 125 of the Internal Revenue Code (IRC). Under IRC Section 125, you can take advantage of the tax-free benefits offered under the Plan, as described in this summary.

Your Plan is a "Salary (or wage) Reduction" plan. This means that you pay your share of the cost of your benefits by electing to have your compensation reduced. But, both you and the Employer contribute to pay for these benefits. Your Employer can temporarily reduce or increase your portion of the cost. The Employer pays its portion out of its general assets. To pay your share, you must file a Benefits Enrollment Form which contains a "Salary (or wage) Reduction Agreement" with the Plan Administrator. This form lists both the benefits selected plus the amount you have agreed to contribute to pay for those benefits. Then, the Employer will deduct from your paycheck, an amount sufficient to pay for your portion of your benefits.

Any money you contribute to pay for your benefits is not subject to Federal income, Social Security or Unemployment taxation. Therefore, your benefit costs are quite low, and in some cases, can even result in a net increase in spendable income to you, after paying for your benefits. This can be illustrated by the following example:

	<b>With Your Plan</b>	<b>Without Your Plan</b>
Gross Taxable Wages	\$25,000.	\$25,000.
Pre-tax Contribution	\$1,800.	N/A
Taxable Wages	\$23,200.	\$25,000.
Estimated Taxes*	\$3,480.	\$3,750.
After-tax Contribution	N/A	\$1,800.
Take-home Pay	\$19,720.	\$19,450.

\* Joint Return, 15% marginal tax rate

By paying for benefits before taxes are calculated, estimated taxes are reduced by \$270, which is \$22.50 per month more in take-home pay for our example person. In other words, paying for benefits without a Cafeteria Plan costs this person \$22.50 more per month. Please consult your tax advisor for a more accurate estimate for your situation.

This Summary Plan Description is a brief description of the Plan and your rights, benefits and obligations under the Plan. This Summary Plan Description is not meant to interpret, extend or change any provision contained in the main Plan Document. The provisions of Odd Fellows Sierra Recreation Association Section 125 POP Plan can only be accurately understood by reading the Plan Document. This Document is on file with the Employer and may be read by you or your dependents or your legal representative by contacting the Benefits Coordinator. The Benefits Coordinator's office will make the Document available to you at any reasonable time. You may request a copy of the Plan from the Plan Administrator, who may charge you a fee for copying the Plan for you.

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**Article II**

**GENERAL INFORMATION**

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You may need the following information if you have any questions about your Plan.

**1. GENERAL PLAN INFORMATION**

The name of this Plan is Odd Fellows Sierra Recreation Association Section 125 POP Plan.

Your Employer has assigned Plan Number 502 to this Plan.

The provisions of your Plan became effective on August 1st, 2007.

This Plan's records are maintained on a 12-month period known as the Plan Year. The Plan Year for your Plan is January 1st through December 31st.

Your Plan shall be governed by the Laws of the State of California.

**2. EMPLOYER INFORMATION**

The name, address and tax identification number of the Employer are:

Odd Fellows Sierra Recreation Association  
PO Box 116  
Long Barn, CA 95335  
209-586-2792  
94-1181950

**3. PLAN ADMINISTRATOR INFORMATION**

The name, address and telephone number of your Plan Administrator are:

Odd Fellows Sierra Recreation Association  
PO Box 116  
Long Barn, CA 95335  
209-586-2792

Your Plan Administrator is responsible for the administration of your Plan. Should you need to see any records or have any questions regarding the Plan, contact the Plan Administrator.

**4. BENEFITS COORDINATOR**

Mike Rainwater has been named as the Plan's Benefits Coordinator. If you need additional information about the plan or the

benefits offered, the Benefits Coordinator will be able to assist you.

## **5. LEGAL REPRESENTATIVE**

The following person has been named your Plan's agent for service of legal process:

Odd Fellows Sierra Recreation Association  
PO Box 116  
Long Barn, CA 95335

Service of process can also be made upon the Plan Administrator.

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## **Article III**

### **PARTICIPATION IN YOUR PLAN**

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All employees who meet the participation requirements are eligible to participate in this Plan.

To qualify as a participant under this plan you must be eligible to participate under a Health Insurance Program offered by the employer.

Employees who fall into the following groups are excluded from participating in the Plan:

- Part-Time Employees who work less than 30 hours per week.
- Seasonal Employees who work less than 6 months per year.
- Employees who are non-resident aliens and receive no earned income from the employer which constitutes income from sources within the United States.
- Employees covered by a collective bargaining plan.

If you become eligible under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for coverage by an Accident or Health Benefit available under the Plan you shall be allowed to participate in the Plan, so long as you comply with the provisions set out in HIPAA. See your Plan Administrator for details.

Your Plan Entry Date, the date you may actually join the Plan, is on the first day of the month following, or coincident with, the date you meet all of the above eligibility requirements.

#### **BENEFITS ENROLLMENT FORM**

You will be required to file a Benefits Enrollment Form before either one of two dates. If your plan has different eligibility requirements, you will have different benefit entry dates for each benefit. If your plan has one set of eligibility requirements, the benefit entry dates will be the same as the plan entry dates. The benefits enrollment form needs to be filed before any applicable benefit or plan entry dates. The Benefits Enrollment Form is an agreement between you and your Employer, where your Employer lists the benefits offered for the Plan Year. It will also specify the amount you have agreed to contribute towards the cost of these benefits, in the Salary (or Wage) Reduction Agreement part of the form. This is an agreement between you and your Employer, which states that you agree to have your compensation reduced by the amount necessary to pay for the benefits. Any money you contribute to this Plan will not be subject to Federal income taxation.

If you do not file a new Benefits Enrollment Form with the Plan Administrator before the start of the new Plan Year, it will be assumed that you selected the same benefits as in the previous Plan Year, and your compensation will be reduced accordingly by the Employer. If you do not want to participate in your Plan for the new Plan Year, you must inform the Plan Administrator in writing of your wish.

#### **LIMITATIONS ON CONTRIBUTIONS**

The Maximum Contribution you can make to this Plan is an amount equal to the total cost of purchasing the most expensive premium-type benefit available from each Benefit Category. "Benefit Category" refers to each category of benefits such as health insurance, group term life insurance, or disability insurance. These are examples only, the actual benefits offered under this Plan are detailed in Section VI.

## **CHANGE IN ELECTIONS/CHANGE IN STATUS**

The laws governing Cafeteria Plans generally do not allow you to change the terms of your Benefits Enrollment Form during a Plan Year. There are, however, a few exceptions to this rule. You may change your benefit elections if there is a change in your status. Your changes would be limited to: the marriage or divorce of the Participant; the adoption, birth, or death of a child or other Dependent of the Participant or the Participant's Spouse; the emancipation or coming of age of a child of the Participant so that the child is no longer eligible as a Dependent under the Plan; the employment of the Participant or Participant's Spouse; change in the Participant's residence; the Participant beginning or ending adoption proceedings; automatic changes upon cost increases or decreases; significant cost increases; significant curtailment of coverage; addition or elimination of similar benefit package option allowing (prohibiting) employees that previously opted out of other benefits to make an election change; change in coverage under employer plan of spouse or dependent; FMLA leaves; changes in 401(k) contributions; HIPAA special enrollment rights; a COBRA qualifying event; a judgment, decree or order, or; Medicare or Medicaid entitlement.

You do need to submit any changes to your election within 30 days of any applicable event.

Also, you (or your estate) will not be required to make further contributions to the Plan once you have died, retired, terminated employment, or have a change in job status so that you are no longer eligible to participate under this Plan.

Note that the new benefit elections can start only after your change in status has taken place and the new form has been filed. For example, assume that you have a change in status from the list above. You could request a change in your benefits ahead of time to be effective on the date of the event. However, making other unrelated changes or changes that are effective before the date of the event would not be approved.

Also, you may be required to increase your contribution if the Plan's cost for a particular benefit should increase during the Plan Year. If, for example, premiums for health insurance offered under the Plan are raised during the year, you will have the option of either paying your share of the increased premiums or selecting another health insurance option offered under the Plan.

## **ENDING PLAN PARTICIPATION AND LEAVES OF ABSENCE**

### **Ending Plan Participation**

A Participant whose employment terminates and who is subsequently re-employed with less than 30 days separation of service will immediately rejoin the Plan with the same Benefit elections. Should the Participant return to service during the following Plan Year, the Participant would not be allowed to elect new Benefits prior to returning to service, unless the Employee should incur an applicable Change in Status.

A Participant whose employment terminates and who is subsequently re-employed with more than 29 days separation of service may immediately rejoin the Plan and may make new benefit elections. Any unused reimbursement Benefits Accounts balance prior to the initial separation of service date will be forfeited.

### **Continuing Plan Participation Under COBRA and FMLA**

Special rules, called COBRA provisions, apply to certain health or medical plans. If you terminate employment or have another "qualifying event" that affects your health plan, your Benefits Coordinator will give you an explanation of COBRA and your rights to continued coverage, if COBRA applies to your plan.

The Family and Medical Leave Act ('the FMLA') requires employers with 50 or more employees to provide unpaid leave for eligible employees at the time of the birth or adoption of a child or at the time of a serious health condition affecting the employee or a family member.

If you are on an unpaid leave under the FMLA rules, you may continue to participate in the plan, by making contributions under one of the options elected by your employer.

The payment options for coverage while on unpaid Family Medical Leave Act leave for group health plans are:

i) Pre-pay. Under this option, you will pay your share of premium payments that will be due during your leave, before your FMLA leave begins. The payments may be either pre-tax or after-tax, according to the terms of your Salary Reduction Agreement.

ii) Pay-as-you-go. Under this option, you will pay your share of premium payments on the same schedule as if you were not on leave, or under another schedule according to Department of Labor regulations. If you fail to make payments under this Pay-as-you-go option, your Employer is not required to continue coverage. However, if your Employer chooses to continue coverage, your employer is entitled to collect these amounts from you after you return from the FMLA leave.

(iii) Catch-up-option. Under this payment option your Employer will pay your share of group health premiums while you are on FMLA leave. When you return from FMLA leave, you will reimburse your employer for the amount of these premiums.



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## **Article IV**

### **PAYING FOR BENEFITS UNDER YOUR PLAN**

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#### **INTRODUCTION**

There is one basic type of benefit offered under your plan: Premium benefits.

Premium benefits are insurance benefits, such as health, life and disability insurance.

#### **PAYMENT OF PLAN EXPENSES**

The cost of the plan includes administrative expenses and the amount paid to provide benefits such as premium payments to insurance companies. The amount needed to provide your benefits depends on the selections you made on the Benefits Enrollment Form. You and your Employer share in the cost of your benefits under your Plan. The Employer pays its portion from the general corporate assets and you pay your portion through salary (or wage) reductions.

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## Article V

### ADMINISTRATION OF YOUR PLAN

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The Plan Administrator is responsible for the administration of your Cafeteria Plan. The duties of the Plan Administrator include determining who is eligible to participate, interpreting laws and regulations and how they apply to your Plan and whether or not certain expenses should be allowed under the Plan.

When you are ready to enter the Plan, you must file a Benefits Enrollment Form and Salary (or Wage) Reduction Agreement with the Plan Administrator. After becoming a participant in the Plan, file all change requests with the Plan Administrator. The Plan Administrator will determine, in accordance with the various laws that apply to Cafeteria Plans, whether or not to grant your requests.

The Plan Administrator can demand any documents or evidence deemed necessary to properly administer your Plan. If the Plan Administrator feels that you have submitted insufficient data to make a determination, or that the request made is not allowed under the Plan, the Plan Administrator can deny your request. After the request has been denied, you will be allowed an opportunity to appeal. The Plan Administrator must furnish you in writing the reasons for the denial of your claim for benefits. The written denial must be provided to you within 30 days of the date the claim for benefits was received by the Plan Administrator. The written denial must refer to the Plan provision, or section of the Internal Revenue Code upon which the Plan Administrator relied in making such denial. The denial may include a request for any additional data or material needed to properly complete the claim and explain why such data or material is necessary, and explain the Plan's claim review procedures. If requested in writing, and within 30 days of the claim denial, the Plan Administrator is required to give you a full and fair review of the Plan Administrator's decision, and within 60 days of the request for review of the denied claim, the Plan Administrator shall notify you in writing of his final decision on the reviewed claim.

With respect to the denial of any claim for benefits from an insurance company or other third-party benefit provider, paid for as a premium-type Benefit under the Plan, the review procedures of the insurance company or other third-party benefit provider shall apply.

If your request was denied because the Plan Administrator felt your request is not covered under the Plan, you will be given the chance to show why it should have been allowed under the Plan. If the Plan Administrator rejects your reasons, you will not be able to appeal again.

You may, however, feel that you were treated unfairly. The Employee Retirement Income Security Act of 1974 (ERISA) provides all plan participants with certain rights. If you feel the Plan Administrator violated these rights, you may be able to take legal action in a court of law. Generally, this type of action can be taken only if you can prove that the Plan Administrator did not act in accordance with the terms of your Plan, or that the Plan Administrator acted in bad faith when making its decision.

In addition to interpreting the plan and making sure that benefits are properly paid, the Plan Administrator also keeps all the records of the Plan. Should you need a copy of anything filed with the Plan Administrator, contact the Plan Administrator directly.

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## Article VI

### BENEFITS UNDER YOUR PLAN

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#### INTRODUCTION

Your Cafeteria Plan offers several benefit options. It is very important that you make benefit choices that fit your benefit needs. You should not, for example, choose a benefit just because it is the least expensive if that benefit will not fit your needs. When making your decision as to what benefits are best for you, you should consider factors such as whether you have benefits from another source (such as coverage under a similar plan by your spouse's employer), the number of dependents you are covering and the amount you can afford to spend. Your Benefits Coordinator will be glad to assist you in making the best benefit choices for your particular situation.

#### HEALTH INSURANCE BENEFITS

There are multiple basic insurance health benefits offered under your Cafeteria Plan. You can choose benefits for your dependents, as well, at an additional charge.

The basic health insurance program has a deductible and co-payments. A "deductible" is the amount you must pay out of your own pocket before the health insurance company will begin paying its portion of the benefits.

For specific coverages and deductibles and co-payments, consult the Summary Plan Description of the basic health insurance policy, available from the Benefits Coordinator.

The HMO or PPO offered under this plan may have different restrictions, coverages and charges from the basic health insurance. You may be encouraged (or required) to select your doctor from a list of participating physicians. Also, deductibles, co-payments and other fees will vary among health care alternatives. Consult each health alternative's enrollment materials or Summary Plan Description for a description of the benefits, limitations and costs. This information can be obtained from your Benefits Coordinator.

#### DENTAL BENEFITS

You may select dental benefits as part of your medical benefits program. Various coverages are available.

This insurance will assist in paying for cleanings, fillings, oral surgery, etc. A copy of the Summary Plan Description for the dental plan is available from the Benefits Coordinator. It describes the specific coverages and limitations available.

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## Article VII

### STATEMENT OF ERISA RIGHTS

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As a participant in Odd Fellows Sierra Recreation Association Section 125 POP 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 shall be entitled to:

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all plan documents, including insurance contracts, copies of the latest annual report (Form 5500 series if applicable), updated Summary Plan Description, collective bargaining agreements and copies of all documents filed by the plan with the Department of Labor, such as detailed annual reports and plan descriptions.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee 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 participants and beneficiaries. No one, including your employer, 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. If your claim for a welfare benefit is denied in whole or in part you must receive a written explanation of the reason for denial. You have the right to have the plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file a suit in federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, 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 frivolous. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefit Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

## CONTINUATION COVERAGE RIGHTS UNDER COBRA

### Introduction

You are receiving this notice because you have recently become covered under Odd Fellows Sierra Recreation Association Section 125 POP Plan. This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.**

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should either review the Plan's Summary Plan Description or contact the Plan Administrator.

### What is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan because either one of the following qualifying events happens:

- (1) Your hours of employment are reduced, or
- (2) Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan because any of the following qualifying events happens:

- (1) Your spouse dies;
- (2) Your spouse's hours of employment are reduced;
- (3) Your spouse's employment ends for any reason other than his or her gross misconduct;
- (4) Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- (5) You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they will lose coverage under the Plan because any of the following qualifying events happens:

- (1) The parent-employee dies;
- (2) The parent-employee's hours of employment are reduced;
- (3) The parent-employee's employment ends for any reason other than his or her gross misconduct;
- (4) The parent-employee becomes entitled to Medicare benefits (under Part A, Part B, or both);
- (5) The parents become legally separated; or
- (6) The child stops being eligible for coverage under the plan as a "dependent child".

### When is COBRA Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

### **You Must Give Notice of Some Qualifying Events**

**For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. This notice must be provided, in writing, to the Plan Administrator at the address listed at the end of this document.**

### **How is COBRA Coverage Provided?**

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child losing eligibility as a dependent child, COBRA continuation coverage lasts for up to 36 months.

When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

### **Disability extension of 18-month period of continuation coverage**

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage.

You must make sure that the Plan Administrator is notified, in writing, of the Social Security Administration's determination within 60 days of the date of determination and before the end of the 18-month period of COBRA continuation coverage. This notice should be sent to the Plan Administrator at the address listed at the end of this document.

### **Second qualifying event extension of 18-month period of continuation coverage**

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to an additional 18 months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

In all of these cases, you must make sure that the Plan Administrator is notified, in writing, of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator at the address listed at the end of this document.

**If You Have Questions**

Questions concerning your Plan or your COBRA continuation rights should be addressed to the contact identified below. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa). (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.)

**Keep your Plan Informed of Address Changes**

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

**Plan Contact Information**

**Odd Fellows Sierra Recreation Association**

**PO Box 116**

**Long Barn, CA 95335**

**209-586-2792**

## **Odd Fellows Sierra Recreation Association Section 125 POP Plan**

### **NOTICE OF PRIVACY PRACTICES**

Pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") Originally Effective August 1st, 2007, Revised August 1st, 2007.

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. THE PRIVACY OF YOUR PERSONAL AND HEALTH INFORMATION IS IMPORTANT.

Odd Fellows Sierra Recreation Association is committed to protecting the privacy of health information maintained by the health plans it sponsors. This Notice is provided to you as required by the Health Insurance Portability and Accountability Act and the HIPAA Privacy Regulations (collectively, "HIPAA"). It applies to employees and covered dependents enrolled in the Medical Reimbursement Benefit under the Odd Fellows Sierra Recreation Association Section 125 POP Plan, hereinafter "the Plan".

This Notice describes how the Plan may use health information about you and your covered dependents and when such information may be used and disclosed. This notice also describes how you may have access to this information.

#### **WHAT HEALTH INFORMATION IS COLLECTED?**

The Plan considers personal health information to be confidential. The Plan will protect the privacy of that information in accordance with federal and state privacy laws, as well as the Plans' privacy policies. "Health Information" is used to mean information that identifies you and relates to your medical history, such as the health care you receive and or the amounts paid for that care.

Health information subject to the provisions explained in this Notice is information maintained by the Plan. The provisions do not extend to similar information which may be on file with Odd Fellows Sierra Recreation Association as an Employer in its normal course of doing business. The type of health information typically received and maintained by the Plan which is subject to this Notice includes enrollment and claims information, benefit determinations, appeals information, eligibility, and case management information.

#### **SUMMARY OF PERMISSIBLE USES AND DISCLOSURES AND YOUR RIGHTS REGARDING YOUR HEALTH INFORMATION WHICH DO NOT REQUIRE YOUR AUTHORIZATION**

In order to provide and administer your benefits, the Plans may use your and disclose your health information in various ways without your express authorization. These include:

- **Payment:** The Plan may use and disclose your health information for purposes of paying for your health care services or to obtain premiums/contributions from you. The Plan may also use and disclose your health information to make determinations about your eligibility for benefit plan coverage, for coordination of benefits with other benefit plans, to perform claims management and collection activities, to review the medical necessity or the appropriateness of the care you received, and to conduct utilization reviews such as pre-authorizations, or reviews, of services.
- **Health Care Operations:** The Plan may use and disclose your health information as necessary to operate and manage their business operations. For example, Odd Fellows Sierra Recreation Association, on behalf of the Plan, has contracts with an outside firm called a "third party administrator" (TPA) to provide administrative services to the Plan. The Plan may use your health information to evaluate the performance of the TPA in managing and providing you with health care benefits. The Plan might use and disclose your health information to contract for reinsurance or to investigate the validity of benefits claims. In addition, the Plan may share your health information with another company that performs certain services, such as billing or compiling information to help the Plan determine how the Plan is doing relative to other plans. Whenever the Plan has such an arrangement, they will have a written confidentiality agreement to ensure that the



company that performs these services will protect the privacy of your health information, maintain its confidentiality and limit the uses or further disclosures to the purpose for which the information was disclosed or as required by law.

- **Benefits and Services:** As a part of health care operations, the Plan may use your health information to contact you regarding benefits or services that may be of interest to you, such as benefits that are included in the Plan, your medical treatment, case management and coordination of benefits, recommendations for alternative treatments, therapies, health care providers or settings of care.
- **Employer:** The Plan may disclose certain health information to Odd Fellows Sierra Recreation Association since it is the Employer which sponsors the Plan. Upon a request from Odd Fellows Sierra Recreation Association, the Plan may disclose health information about enrolled employees and their covered dependents to enable the Employer to obtain premium bids from other health plans, or to modify, amend, or terminate the Plan; however, the information the Plan discloses in such situations will not include any information that explicitly identifies individuals. The Plan may disclose to the Employer information on whether you are participating in, enrolled in, or unenrolled from the Plan. The Plan also may disclose health information about you, including information that identifies you, only if it is necessary for the Employer to administer the Plan. For example, Odd Fellows Sierra Recreation Association may need such information to process health benefits claims, to audit or monitor the business operations of the Plans, or to ensure that the Plans are operating effectively and efficiently. The Plan may also disclose information to the Employer with respect to workers' compensation and the Family and Medical Leave Act. The Plan, however, will restrict their use of your information to purposes related only to Plan administration. The Plan prohibits the Employer from using your information for uses unrelated to Plan administration. Under no circumstances will the Plan disclose your health information to the Employer for the purpose of employment-related actions or decisions. The Employer will only disclose the health information it received from the Plan to third parties, such as to consultants or advisors, if the Plan has first obtained a confidentiality agreement from the person or organization which will receive your health information.
- **Disclosures to Friends and Family Involved in Your Care and Payment for Your Care:** The Plans may share information about your health benefits to a person involved in your care such as a family member unless you object. If you have provided a friend or family member with copies of your claim and other relevant identifying information, the Plan will assume that you do not object.
- **Emergencies or Public Need:** The Plan may use or disclose your health information in an emergency or for important public needs. For example, the Plan may share your information with public health officials authorized to investigate and control the spread of diseases. The Plan may have information to prevent or lessen a serious and imminent threat to health or safety.
- **As Required By Law:** The Plan may use or disclose your health information if the Plan is required by law to do so. The Plan will notify you of these uses and disclosures if notice is required by law.
- **Business Associates:** The Plan may share information with service providers who provide administrative services for the Plans.

## **USES AND DISCLOSURES OF HEALTH INFORMATION WHICH REQUIRE YOUR WRITTEN AUTHORIZATION**

Except as otherwise described in this Notice, the Plan, through their third party administrator, will generally obtain your written authorization before using your health information or disclosing it outside the Plan. If you provide the Plan with such a written authorization, you may revoke that authorization at any time, except to the extent that the Plans have already relied on it. To revoke an authorization, write to the Plan Administrator or Privacy Officer.

### **Access and Control of Your Health Information**

The Plan must provide you certain rights with respect to access and control of your health information in your health claims file. You have the following rights to access and control your health information:

- You generally have the right to inspect and copy your health information which the Plan maintains.
- You have the right to request that the Plan amend your protected health information if you believe it is inaccurate or incomplete. You must submit your request in writing to the third party administrator of the Plan in which you are enrolled.
- You have the right to receive from the Plan an accounting of disclosures of protected health information. Your request must be in writing to the Privacy Officer. Many routine disclosures the Plan makes, including disclosures to your Employer for Plan administration, will not be included in the accounting; the accounting will identify only non-routine disclosures.
- You have the right to request further restrictions on the way the Plan uses your health information or shares it with others.

The Plan is not required to agree to the restriction you request, but if the Plan does, the Plan will be bound by the agreement until such agreement is revoked by the Plan and you are notified in writing of such revocation.

- You have the right to request that the Plan contact you in a way that is more confidential for you, such as at work instead of at home, if disclosure of your health information could put you in danger and you clearly state that in your request. The Plans will accommodate all reasonable requests.

### **To Have Someone Act on Your Behalf**

You have the right to name a personal representative who may act on your behalf to control the privacy of your health information. This authorization must be in writing and delivered to the Privacy Officer for the Plan.

### **Special Protections for HIV, Substance Abuse, and Mental Health Information**

Special privacy protections may apply to HIV-related information, substance abuse information, and mental health information. Some parts of this Notice may not apply to these types of information.

### **Complaints**

If you believe your privacy rights have been violated, you may file a complaint with the Plan or with the Secretary of the Department of Health and Human Services. To file a complaint with the Plan, please contact the Privacy Officer listed at the end of this notice:

No one will retaliate or take action against you for filing a complaint.

### **Right to Revise**

The Plan may change its privacy practices from time to time. If that happens, the Plan will revise this Notice so you will have an accurate summary of the Plans' practices. The revised Notice will apply to all of your health information. If you received this Notice electronically, you have the right to obtain a paper copy of the Notice. To request a paper copy of this Notice or any revised Notice, please contact the Plan's Privacy Officer. If this Notice is substantially revised, a new Notice will be mailed to you within 60 days.

The Plan is required by law to abide by the terms of the Notice currently in effect.

### **Contact Information**

For further information, please contact the Plans' Privacy Officer:

Mike Rainwater  
Odd Fellows Sierra Recreation Association  
PO Box 116  
Long Barn, CA 95335  
209-586-2792