Summary Plan Description
of the
Farmers and Merchants Trust Company
Group Health Plan

Introduction

This summary plan description is dated October 1, 2021.

The purpose of this summary plan description is to explain the provisions of the Farmers and Merchants Trust Company (the "Employer") Group Health Plan (the "Plan"). The Employer maintains this Plan for the exclusive benefit of its full-time employees, and the spouses and eligible dependents of these employees. Participants are urged to read this document carefully.

Generally, the terms and conditions under which an employee may be eligible for and receive the benefits are set forth in the terms of a service agreement. These benefit programs are summarized in a "certificate of insurance" or "booklet" issued by the claims administrator (this summary is referred to in this document as the "Booklet"). A copy of this Booklet has been provided to each participating employee (referred to as a "Participant"). Additional copies are available upon request. All available options are listed on Attachment A, which is attached to and incorporated into this Summary Plan Description.

The benefits under the Plan are provided through the Employer. The payment of all benefits will be made by the Bankers Health Care Consortium of PA Trust, which is funded by the Employer. Every effort has been made to make this Summary Plan Description as complete and accurate as possible. In the event of any difference between this Summary Plan Description and any service agreement or Booklet, the terms of this Summary Plan Description will apply for purposes of determining eligibility and when coverage begins and ends, but the terms of the service agreement, or Booklet will apply for all other provisions.

For any questions about the benefits under the Plan, please contact the Employer using the contact information contained in the next section of this Summary Plan Description.

The Booklet for this plan is incorporated into this SPD by reference. This Booklet, along with any amendments or attachments, may contain the following information (as applicable):

- Additional procedures for enrolling in the Plan;
- A summary of benefits, though this may be provided as a separate document;
- A description of any premiums, deductibles, coinsurance or copayment amounts. The schedule of contributions, if any, to the premium payment will be provided by the Employer as a separate document;
- A description of any annual or lifetime caps or other limits on benefits;
- Whether and under what circumstances preventive services are covered;
- Whether and under what circumstances coverage is provided for medical tests, devices and procedures;
- Provisions governing the use of network providers (if any). If there is a network, the Booklet will contain a general description of the provider network and Participants will receive a list of providers in the network from the claims administrators. A list of network providers can also be found on the claims administrator's website, which is listed on Attachment A;
- Whether and under what circumstances coverage is provided for any out-of- network services;
- Any conditions or limits on the selection of primary care physicians or providers of specific specialty medical care;
- Any conditions or limits applicable to obtaining emergency medical care;
- Any services requiring preauthorization or utilization review as a condition to obtaining a benefit service;
- Provisions relating to termination of coverage;
- A summary of the claim procedures. However, if the claims procedures are not included in the Booklet, a copy will be provided without charge from the claims administrator;
- Provisions describing the coordination of benefits under this Plan with the benefits provided under another similar plan in which the Participant or his/her spouse are enrolled;
- Any subrogation or reimbursement rights of the employer that prevent duplicate payments for health care or permit recovery of overpayments of benefits; and
- Any other benefit limitations and exclusions.

General Information about the Plan

Plan Name:	Farmers and Merchants Trust Company Group Health Plan
Type of Plan:	Welfare plan providing medical benefits
Plan Year:	October 1st through September 30th
Plan Number:	501
Effective Date:	June 1, 2002; The Plan has been amended several times since its original effective date, most recently as of October 1, 2021
Plan Sponsor:	Farmers and Merchants Trust Company 20 S. Main Street Chambersburg, PA 17201 (717) 261-3547
Name and Address of Other Participating Affiliated Employers:	None
Plan Sponsor's Employer Identification number:	23-0570230
Plan Administrator:	Farmers and Merchants Trust Company 20 S. Main Street Chambersburg, PA 17201 (717) 261-3547
Named Fiduciary:	Senior Vice President, Human Resource Manager Farmers and Merchants Trust Company 20 S. Main Street Chambersburg, PA 17201 (717) 261-3547
Agent for Service of Legal Process:	Farmers and Merchants Trust Company 20 S. Main Street Chambersburg, PA 17201 (717) 261-3547 Attention: Senior Vice President, Human Resource Manager

General Information about the Benefits

Type of Benefits Available

See Attachment A for specific information about the types of benefits available under the Plan.

Funding of Benefits

The medical benefits are paid in part from the Bankers Health Care Consortium of PA Trust and in part by pre-tax contributions made by the employees.

Eligibility for and Termination of Coverage under the Plan

Eligibility for Coverage

All regular full-time employees of the Employer working at least thirty (30) hours per week are eligible for coverage. In addition, employees described within Attachment B are eligible for medical coverage.

Employees are eligible on the date of hire.

Please read the Eligibility provisions of the Booklet for more information about eligibility for coverage. Dependents are eligible in accordance with the provisions in the Booklet.

Qualified Medical Child Support Orders

An eligible dependent child may include a child for whom a Participant is required to provide coverage pursuant to a qualified medical child support order (QMCSO). A QMCSO is a court or administrative judgment, decree or order that is typically issued as part of a divorce or as part of a state child support order proceeding and that requires health plan coverage for an "alternate recipient" (meaning either a child of a participant or state or political subdivision acting on behalf of a child). The alternate recipient must be treated like any other plan participant.

Upon receipt of a child support order, the plan administrator will promptly send a written notice of receipt of the order to the participant and all alternate recipient children named in the order and their legal representatives. If the plan administrator receives a National Medical Support Notice, it must notify the state agency whether coverage for the child is available under the plan and indicate the effective date of coverage (or any steps necessary to make the coverage effective, including copies of any forms that must be completed). The plan administrator must also send a description of the coverage.

After sending the notice of receipt, the plan administrator has the ultimate authority to determine whether or not the order meets the requirements of a QMCSO. Within 40 days after receiving the order, the plan administrator will notify the participant and the alternate recipients that either the order is a valid QMCSO or that the order is not a valid QMCSO. If an order is found to be invalid, the parties may "cure" the deficiencies with a subsequent order.

Benefits for Dependents

To be eligible to enroll as a Dependent, a person must be: a) the lawful spouse of a Participant as defined by the laws of state in which the Employer is based; or b) the Participant's or Participant's lawful spouse's child(ren), including: newborn children, step-children, children legally placed for adoption, legally adopted children, handicapped individuals and children required to be covered under a Court Order.

Benefits for Spouses

Spouses are eligible for medical coverage only if the spouse is unemployed or the spouse is employed but is not eligible for medical coverage through the spouse's employer (or no coverage is available.)

Enrollment

Eligible employees must enroll for coverage by completing an enrollment form and/or salary reduction agreement. New employees must enroll within 30 days of eligibility or they will not be permitted to enroll until an annual enrollment period that is held each year, except as otherwise provided in the "Election Change" section below.

When Coverage Begins (Effective Date)

Coverage will begin on the first day of the month following the date that all eligibility requirements are met if the employee enrolls as required above.

When Coverage Ends (Termination Date)

Coverage terminates on the last day of the month coinciding with or following the last day of employment or the last day of the month coinciding with or following the date that the employee is no longer eligible.

In order to remain eligible for coverage under the Plan, a Participant must remain an eligible employee actively working for the Employer under the terms set forth above and in the Booklet, or in the Employer's employment policies, as applicable. In certain circumstances, after coverage terminates a Participant and/or his/her spouse and dependents may be eligible for continued coverage and/or a conversion policy, as explained in the following sections.

Continued Coverage under the FMLA (if applicable) and USERRA

Notwithstanding any other provision to the contrary, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 ("FMLA") or the Uniformed Services Employment and Re-employment Rights Act of 1994 ("USERRA"), medical benefits will continue to the extent required by the provisions of these laws. Participants will be required to continue to pay their portion of the premium for continued coverage as required by the FMLA and USERRA.

Except as otherwise provided in the FMLA, participation may be terminated by the Plan Administrator when notified that the Participant does not intend to return to work after the FMLA leave or at the end of the leave if the Participant does not return to work. However, coverage may be continued to comply with the Employer's leave of absence policies or if required by the American's with Disabilities Act.

Coverage will be reinstated following a military leave as required by USERRA.

OBRA Continuation

If a Participant's medical coverage (and/or the coverage of any dependent) terminates because of a life event known as a "qualifying event," then the Participant and eligible family members may have the right to purchase continued coverage for a temporary period of time. Qualifying events include termination of employment (other than for gross misconduct), reduction in hours, divorce, death, a child ceasing to meet the definition of dependent, or the Participant's or spouse's eligibility for Medicare (Part A, Part B or both).

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has received timely notification 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 enrollment of the Participant in Medicare, the Employer must notify the COBRA Administrator of the qualifying event within 30 days after the qualifying event or the loss of coverage. For other qualifying events, such as divorce or legal separation, or the dependent child's loss of eligibility for coverage as a dependent, the Participant or dependent must notify the Plan Administrator in writing within 60 days after the later of the qualifying event or the loss of coverage. Notice must be provided as required by the initial COBRA notice which has been delivered by the Employer or the Employer's COBRA Administrator. If these procedures are not followed or if the notice is not provided within the 60-day notice period, any spouse or dependent child who loses coverage will NOT BE OFFERED THE OPTION TO ELECT CONTINUATION COVERAGE.

Once the Plan Administrator receives timely notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. For each qualified beneficiary who elects COBRA continuation coverage by the specified deadline, coverage will begin on the date of the qualifying event.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the Participant, enrollment of the Participant in Medicare (Part A, Part B, or both), divorce or legal separation, or a dependent child losing eligibility as a dependent child, COBRA continuation lasts for up to 36 months. When the qualifying event is the end of employment or reduction in the Participant's hours of employment, COBRA continuation coverage lasts for up to 18 months. There are three ways in which this 18-month period can be extended: (1) if the Participant or dependent covered under the Plan is determined by the Social Security Administration to be disabled at any time during the first 60 days of COBRA continuation coverage and the Plan Administrator is notified in a timely fashion, the Participant and covered dependents can receive up to an additional 11 months of coverage for a total of 29 months. The Participant must notify the Plan Administrator within 60 days after the date of the determination, but before the end of the 18-month continuation period. (2) if any covered dependent experiences another qualifying event while receiving COBRA continuation coverage (such as death of the Participant or divorce), the spouse and dependent children can get additional months or COBRA continuation coverage, up to a maximum of 36 months. (3) If a qualifying event that is termination of employment or reduction of hours occurs within 18 months after the Participant becomes entitled to Medicare, then the maximum coverage period for the spouse and dependent children will end three years from the date the Participant became entitled to Medicare (but the Participant's maximum coverage period will be 18 months).

For additional information about COBRA continuation rights and for any questions about COBRA, please read the initial COBRA notice, a copy of which has been provided to each Participant and his/her covered spouse. Participants can contact the Plan Administrator for another copy.

Election Changes

An Employee or Participant may change his/her election during a Plan Year only if one of the following events occurs and only to the extent that the election change is consistent with the event:

(1) The Employee/Participant experiences a Change in Status; Change in Status means (1) a change in the Employee's legal marital status, including marriage, divorce, death of spouse, legal separation or annulment; (2) change in the number of dependents, including birth, adoption, placement for adoption, and death; (3) change in employment status, including any employment status change affecting benefit eligibility of the employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, and a change in worksite (but only if the benefit eligibility is lost or gained as a result of the event); (4) a dependent satisfies or ceases to satisfy any dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and (5) residence change of employee, spouse or dependent affecting an employee's, spouse's or dependent's eligibility for coverage.

(2) An event occurs that triggers one of the HIPAA Special Enrollment Rights including the employee or his or her Spouse or Dependent previously declining coverage and a new dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; or because he or she had coverage and eligibility for such coverage is subsequently lost because it was exhausted (COBRA) or terminated due to loss of eligibility or loss of employer contributions;

(3) The Employee, spouse or a Dependent becomes entitled to coverage under Medicare;

(4) The Employee, spouse or a Dependent loses coverage under a Medicaid Plan under Title XIX of the Social Security Act;

(5) The Employee, spouse or a Dependent loses coverage under State Children's Health Insurance Program (SCHIP) under Title XXI of the Social Security Act;

(6) The Employee, spouse, or a Dependent is determined to be eligible for group health plan premium assistance under Medicaid or SCHIP plan;

(7) The Employee takes an FMLA leave of absence;

(8) The Employee receives a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a Qualified Medical Child Support Order) requiring the Employee to provide coverage for a dependent or requiring another person to provide such coverage;

(9) There is a significant change in cost (whether an increase or decrease) in one of the Component Benefits. The Employer in its sole discretion and on a uniform and consistent basis will determine whether the cost increase or decrease is significant or insignificant. For an insignificant increase or decrease, the change in election will be made automatically on a prospective basis;

(10) There is a significant curtailment of coverage or an addition or significant improvement in a Component Benefits. The Employer in its sole discretion and applied on a consistent basis will determine whether there has been a significant curtailment (with or without loss of coverage) or an addition or significant improvement in a Component Benefit that entitles a Participant to make a corresponding election change. In the case of curtailment that results in a loss of coverage under any Component Benefit, the Employer may permit the Participant to withdraw from the Plan;

(11) There is a change made under another employer plan and the other plan allows an election change or the other employer plan has a different period of coverage;

(12) Employees may revoke or change their salary reduction elections in order to enroll in Exchange/Marketplace coverage during the Exchange/Marketplace annual open enrollment period or during an Exchange/Marketplace special enrollment period and such enrollment occurs immediately following group plan termination;

(13) Employees may revoke or change their salary reduction elections if the employee changes from full-time status to part-time status and is reasonably expected to remain in part-time status and the employee enrolls in another plan no later than the first day of the second full month following group plan termination.

An Employee/Participant may make a new election within 30 or 60 days of the occurrence of an event described in this section, as applicable (election changes for events listed under 4, 5, and 6 must be requested within 60 days and all others 30), but only if the election is made on account of and is consistent with the event and if the election is made within the specified time period.

Any deadlines for HIPAA special enrollment rights (3.3.2 above) that would have taken place within the outbreak period (March 1, 2020 through sixty (60) days after the government lifts the national state of emergency) are tolled. Employees have thirty (30) or sixty (60) days to request a HIPAA special enrollment right starting sixty (60) days after the national state of emergency is lifted.

Plan Notices

Benefits after Childbirth (NMHPA)

The Newborns' and Mothers' Health Protection Act of 1996 requires group health plans, insurance companies, and HMO's that cover hospital stays following childbirth to provide coverage for a minimum period of time. In general, hospital coverage for the mother and newborn must be provided for a minimum of 48 hours following normal delivery, or 96 hours following a cesarean section. Group health plans may not restrict benefits for a hospital stay in connection with childbirth for the mother or newborn to less than 48 hours following delivery, and less than 96 hours following a caesarean section, unless the attending provider, after consultation with the mother, discharges the newborn earlier. A group health plan cannot require that a provider obtain authorization from the plan or third party administrator for a length of stay not in excess of these periods, but precertification may be required to reduce out-of-pockets costs or to use a certain provider or facility. Also, under federal law, issuers may not set the level of benefits or out-of-pocket costs so that any later portion of the 48-hour (or 96-hour) stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay.

The Plan provides coverage in compliance with The Newborns' and Mothers' Health Protection Act.

Women's Health & Cancer Rights Act (WHCRA)

If the Participant or his/her spouse or dependent have had or are going to have a mastectomy, the individual may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- all stages of reconstruction of the breast on which the mastectomy was performed;
- surgery and reconstruction of the other breast to produce a symmetrical appearance;
- prostheses; and
- treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan. Therefore, the deductibles and coinsurances shown in the Booklet will apply.

Special Enrollment Rights

If an Employee declines enrollment for him/herself or his/her dependents (including spouse) because of other health insurance coverage, the Employee may in the future be able to enroll and enroll his/her dependents in this plan, provided that enrollment is requested within 30 days after the other coverage ends. In addition, if a Participant has a new dependent as a result of marriage, birth, adoption, or placement for adoption, the Participant may be able to enroll and enroll his/her dependents, provided that enrollment is requested within 30 days after the marriage, birth, adoption, or placement for adoption.

Any deadlines for HIPAA special enrollment rights (3.3.2 above)that would have taken place within the outbreak period (March 1, 2020 through sixty (60) days after the government lifts the national state of emergency) are tolled. Employees have thirty (30) or sixty (60) days to request a HIPAA special enrollment right starting sixty (60) days after the national state of emergency is lifted.

Additional Information

Administration

The Employer is also the Plan Administrator. The Plan Administrator is charged with the administration of the Plan and has certain discretionary authority with respect to the administration of the Plan. The administrative duties of the Plan Administrator include, but are not limited to, interpreting the Plan, prescribing certain procedures, such as those for Qualified Medical Child Support Orders and COBRA notice requirements, preparing and distributing information explaining the Plan to Participants and Dependents, furnishing annual reports with respect to the administration of the Plan, keeping reports of claims and disbursements for claims under the Plan, modifying elections under the Plan, promulgating election and claim forms, and preparing and filing reports to applicable governmental agencies.

Claims Procedures

Each claims administrator will decide claims and make claim payments in accordance with its reasonable claims procedures, as required by federal and any applicable state laws. A complete description of the claims administrator's claims procedures can be found in the Booklet or can be obtained from the company.

For the calendar year 2020, deadlines for submission of claims are paused beginning March 1, 2020 and will continue starting sixty (60) days after the national emergency status is lifted.

Amendment and Termination of the Plan

The Employer, as Plan Sponsor, has the right to amend or terminate the Plan at any time. The insurance companies that provide benefits under the Plan may make changes to the Plan either as required by law, as requested by the Employer, or in their own discretion. However, no amendment or termination can retroactively diminish a participant's right to obtain Plan benefits.

No Contract of Employment

Nothing in this Plan shall be construed as a contract of employment between the Employer and any Employee or Participant, or as a guarantee of any Employee or Participant to be continued in the employment of the Employer, nor as a limitation on the right of the Employer to discharge any of its employees with or without cause.

Focused Care Management

Focused Care Management is an all-inclusive term used to describe Case Management, Utilization Review, Disease Management, Wellness Programs, and Health Coaching Services.

Focused care management may be provided by a care professional or contracted vendor qualified to perform such services. These professionals will work with Covered Persons who can benefit from these services, as well as their attending Physician and/or family to identify and arrange the most appropriate, effective, and cost-efficient treatment possible. Focused care management involves patient education, referral coordination, utilization review, individual case planning, and/or alternative care planning.

Services are focused on Covered Persons identified as having:

- A catastrophic illness or injury; or
- Significant medical risks; or
- Chronic health care needs, which can be reduced through prevention or disease management; or
- Need for wellness promotion and/or health coaching.

The Focused Care Management Program is administered according to federal rules permitting employer-sponsored case management, disease management, wellness programs, and health coaching services programs that seek to improve health or prevent disease, including the Americans with Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Health Insurance Portability and Accountability Act, as applicable, among others. If you choose to participate in the various aspects of the Focused Care Management Program, you may be asked to complete a voluntary health risk assessment or "HRA" that asks a series of questions about your health-related activities and behaviors and whether you have or had certain medical conditions (e.g., cancer, diabetes, or heart disease). You may also be asked to complete a biometric screening, which will include a blood test for the above mentioned conditions as well as nutrition disorders, liver abnormalities, kidney disease, thyroid disease, and anemia. You are not required to complete the HRA or to participate in the blood test or other medical examinations.

Information from such sources as medical/pharmaceutical claims data, and/or information from your HRA and the results from your biometric screening will be used to provide you with information to help you understand your current health and potential risks, and may also be used to offer you services through the various aspects of the Focused Care Management Program. When offered case management, disease management, or health coaching services, Covered Persons are encouraged to give them careful consideration, but are free to reject some or all proposals or advice. You also are encouraged to share your results or concerns with your own Physician.

Use of these services is helpful in several ways:

- It can permit treatment options not normally available under the Plan through Plan exceptions. The Plan may, at the sole discretion of the Plan Administrator, make payment for services that are not listed as Covered Services or benefits in this document in order to provide quality care at a lesser cost. Such payments shall be made only upon mutual agreement by the Covered Person and the Plan; and
- It saves both the Plan and its Covered Persons money by providing a third party to help identify the more efficient/lower cost suppliers of medical goods and services, coordinate services, work out cost reductions, and make arrangements for special treatment plans.

The goal of these services is to help the Covered Person receive the most appropriate care that is also cost effective. If the Covered Person has an ongoing medical condition or a catastrophic illness, the Covered Person should ask Human Resources for contact information and then call the care professional or contracted vendor performing such services. When appropriate, a care manager will be assigned to work with the Covered Person and his or her Providers to design a treatment plan.

These services shall be determined on a case-by-case basis, and the Plan Administrator's determination to provide benefits in one instance shall not obligate the Plan to provide the same or similar alternative benefits for the same or any other Covered Person, nor shall it be deemed to waive the right of the Plan to strictly enforce the provisions of the Plan.

Participation in this Program is not a guarantee of benefits.

Privacy and Security

The Plan will use a Participant's or Dependent's PHI, in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), only to make required disclosures or for purposes related to treatment, Payment for healthcare, and the Healthcare Operations of the Plan or to make any other disclosures that are required by Law. However, if a Participant or Dependent requests to see the information or provides a signed authorization, the Plan may use and disclose PHI as permitted and directed by the request or the authorization.

With respect to PHI, the Employer will:

- Not use or further disclose PHI other than as permitted or required by this Plan Document or as required by law;
- Ensure that any agents, including a subcontractor, to whom the Employer provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such PHI;
- Not use or disclose PHI for employment-related actions and decisions unless authorized by the individual that is the subject of the PHI;
- Not use or disclose PHI in connection with any other benefit or employee benefit plan of the Employer unless authorized by the individual that is the subject of the PHI;
- Make PHI available to an individual in accordance with HIPAA's access requirements;
- Make PHI available for amendment and incorporate any amendments to PHI in accordance with HIPAA;
- Make available upon request an accounting of disclosures;
- Make available to the Secretary of the Department of Health and Human Services internal practices, books and records relating to the use and disclosure of PHI received from the Plan, for purposes of determining the Plan's compliance with HIPAA;

- Provide written notice or a substitute notice (if the last known contact address is insufficient) for each individual within 60 days following discovery of any breach of Unsecured PHI. The notice will include:
    - A brief description of what happened including the date of the breach and the date of discovery, if known;
    - A description of the types of unsecured PHI that were involved in the breach;
    - Any steps the individual should take to protect him/herself from potential harm resulting from the breach;
    - A brief description of what the Employer is doing to investigate the breach in accordance with HIPAA breach notification requirements;
    - Contact procedures for individuals to ask questions or learn additional information;
- If a breach of Unsecured PHI involves more than 500 residents of a state, provide notice to local media outlets serving the state within 60 days of discovering the breach;
- If a breach of unsecured PHI involves more than 500 covered persons, provide notice to the DHHS not later than 60 days after the end of the calendar year in which the breach occurred;
- If feasible, return or destroy all PHI received from the Plan when such PHI is no longer needed for the purpose for which disclosure was made; and
- Use DHHS approved methods to secure and destroy PHI.

With respect to Electronic PHI, the Employer will, if PHI is or has been stored on the Employer's computer system:

- Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI;
- Ensure that the firewall required by the HIPAA privacy rule is supported by reasonable and appropriate security measures;
- Ensure that any agent or business associate to whom the Plan Sponsor provides electronic PHI agrees to comply with the HIPAA Security Requirements and to provide notice to the Plan of any Breach of Unsecured PHI, once the Breach is known to the agent or business associate or should reasonably have been known to the agent or business associate;
- Report to the Plan any security incident of which the Employer becomes aware; and
- Use methods to encrypt ePHI that are approved by the Department of Health and Human Services.

Only specified employees of the Employer may be given access to PHI, and they may use and disclose PHI only for plan administration functions (which includes both Payment and Health Care Operations) that the Employer performs for the Plan. If any of these persons do not comply with the HIPAA provisions of this Plan Document, the Employer will provide a mechanism for resolving issues of noncompliance, including disciplinary sanctions.

Definitions.

"Breach" means the unauthorized acquisition, access, use, or disclosure of PHI in a manner not permitted by HIPAA privacy rules that compromises the security or privacy of the PHI.

"DHHS" means the federal Department of Health and Human Services.

"Electronic PHI" is health information about a plan participant that is in an electronic format. Health information includes information about the individual's past, present, or future physical or mental condition, the provision of health care to the individual, or the past, present, or future payment for the provision of health care to the individual.

"Health Care Operations" means activities of the Plan related to its health care functions, including quality assessment, case management, care coordination, reviewing competence of health care professionals, evaluating provider performance, health plan performance, cost management, resolution of grievances, or any other related activities.

"Payment" includes all activities regarding the provision of benefits under the Plan.

"Protected Health Information" or "PHI" shall mean any individually identifiable health information in electronic, oral or written form that pertains to the past, present or future mental or physical condition of an individual. Protected Health Information is limited to the information created or received by the Covered Entity or its business associate on behalf of the Health Plans. Protected Health Information also includes information for which there is a reasonable basis to believe that it can be used to identify an individual.

"Unsecured PHI" means PHI that is not secured through the use of a technology or methodology described in regulations to the HITECH Act or otherwise approved by the Secretary of the DHHS.

Statement of ERISA Rights

As a participant in the 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:

Receive Information about the Plan and its Benefits

You are entitled to examine, without charge, at the Plan Administrator's office, and at other specified locations, all documents governing the Plan, including any insurance contracts, and if there are 100 or more participants, 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 Pension and Welfare Benefit Administration.

You are entitled to obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements (if any), any updated summary plan description and, if there are 100 or more participants, a copy of the latest annual report (Form 5500 Series). The Plan Administrator may make a reasonable charge for the copies.

If there are more than 100 participants in the Plan, you are entitled to 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.

Continue Group Health Plan Coverage

During any plan year in which the Employer is subject to COBRA, you are entitled to continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this summary plan description on the rules governing your COBRA continuation coverage rights.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently in the interest of you and other plan participants and beneficiaries. No one, including your Employer, your union (if any), 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 Participant's 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 from the Plan and do not receive them within 30 days, you may file 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 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. 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 federal court. The court shall 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 Questions

If you have any questions about the 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, U.S. Department of Labor, listed in the telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Ave., N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.