Elk Grove Benefits Employee Retirement Trust

"EGBERT"

Summary Plan Description

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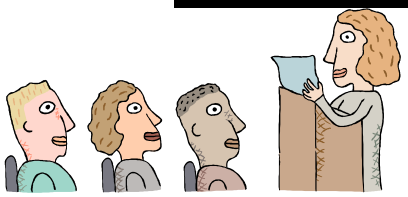
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1 INTRODUCTION



Dear Retired Employee and Spouse:

We are pleased to present you with this Summary Plan Description describing the basic eligibility rules and other rights and privileges afforded to you through the Elk Grove Benefits Employee Retirement Trust ("EGBERT").

EGBERT was established in July of 1995 by and between the Elk Grove Unified School District ("District") and the Elk Grove Education Association, the American Federation of State, County and Municipal Employees, the Amalgamated Transit Union, the Psychologists and Social Workers Association, and the subsequent addition of the California School Employees Association and the National Union of Health Workers. EGBERT is governed by its own Board of Directors and is a separate entity from the District.

The EGBERT Board of Directors has the sole and exclusive right to interpret the Summary Plan Description and its provisions, and its good faith interpretations shall be binding on the retirees and participants.

The EGBERT Board of Directors reserves the right to modify and/or terminate the benefits provided herein, consistent with the governing collective bargaining agreements and any participation agreements and in accordance with the funds available to EGBERT to pay for benefits.

EGBERT is a public joint labor management trust, exempt from regulation under the Knox-Keene Health Care Service Plan Act of 1975 and the California Insurance Code. EGBERT enrollees who believe the Trust has violated the terms of its exemption pursuant to Section 1349.2 of the California Health and Safety Code have the right to file a complaint with the California Department of Managed Health Care regarding such violation.

The trust was established with the goal of providing post-retirement health insurance benefits to you for many years to come. Because retiree health care premiums are projected to continue to rise sharply, a "pay-as-we-work" contribution model was agreed to by all bargaining units. To help offset this cost, the employee groups have agreed to pay a monthly contribution toward the continuation of the active employee benefit package. The level of benefits to be provided by EGBERT will at all times be dependent on the assets currently in the trust fund, the contributions committed to be paid into the trust fund, and on the current and projected costs of providing benefits.

2 ELIGIBILITY



You are eligible for medical, dental and vision coverage as a retiree of the Elk Grove Unified School District if you meet the eligibility requirements consistent with the governing collective bargaining agreements and/or District policy for unrepresented employees and eligible District Board members.

Current/existing eligibility requirements* are:

Years of Benefit Eligible Service:

Tier 1 - Hire date prior to July 1, 2006	**10 Years / 120 Months**
Tier 2 - Hire date on or after July 1, 2006 and prior to July 1, 2015	**15 Years / 180 Months**
Tier 3 - Hire date on or after July 1, 2015	**50% Maximum Benefit – 15 Years / 180 Months** **100% Maximum Benefit - 20 Years / 240 Months**

Retirement Age for Full EGBERT benefits:

Tier 3 - Hire date on or after July 1, 2015	**15 Years / 180 Months** **Age 65 to receive 50% of maximum benefit** **No benefit if retire prior to Age 65** **20 Years / 240 Months** **Age 62 to receive maximum EGBERT benefits** **50% benefit if retire prior to Age 62**

Dependent Coverage:

CSEA Retirees on or after July 1, 2010	**Coverage for Retiree Only**
All other bargaining units & CSEA Retirees prior to July 1, 2010	**Coverage for Retiree + 1 Dependent**

***See your collective bargaining agreement for detailed eligibility requirements.**

Qualified service is a benefit eligible position, i.e., a minimum of 50% of an annual full-time position, each school year, whether you took benefits or waived them. The years of benefit eligible service do not have to be consecutive; but if an employee leaves and returns outside of the 39 month rehire period, even if he/she has already completed the applicable Years of Benefit Eligible Service requirement, he/she must again meet the entire eligibility requirements in place at the time of reemployment for benefit eligibility and the years of service from before the 39 month rehire period will not be counted.

If an employee has worked under different collective bargaining agreements that provide for different contribution rates that correlate with different levels of EGBERT benefits (i.e., no dependent coverage), they must have met the applicable Years of Benefit Eligible Service requirement at the higher benefit level, ***and*** his or her final 39 months of benefit eligible service prior to retiring also must be at the higher benefit level.

BENEFIT ELIGIBLE STATUS

Bargaining Unit	Minimum Hours Per Week for Benefits
EGEA	18.75/20.00
PSWA	18.75
ATU	20.0
AFSCME	20.0
CSEA (prior to 11/1/99)	20.0
CSEA (after 11/1/99)	28.0
NUHW	20.0
Other/Unrepresented	20.0

Your service retirement effective date with PERS/STRS must be within 90 days following your last day of employment with Elk Grove Unified School District. You must provide proof of application for retirement benefits no later than one day following your last day of employment with the District and must provide an award letter from PERS/STRS as soon as available but no later than 90 days following your last day of employment with the District.

Retirees (including STRS certificated disability recipients) must be actively drawing retirement or disability benefits from either STRS or PERS. If you meet these requirements, you are eligible to receive the post-retirement medical, dental, and vision benefits provided by EGBERT. Benefits may change from time-to-time.

Eligible Participants

1. Retirees and their eligible dependents are able to obtain retiree medical, dental, and vision coverage through EGBERT. The Trust is currently paying 100% of the cost of the least expensive plan for Medicare-eligible retirees. Depending on the contribution rate of your collective bargaining agreement at the time of retirement and during each of your benefit eligible years of service, EGBERT may also cover the cost of one dependent. The benefit plan cost covered by EGBERT is subject to change in the future based on changes in the collective bargaining agreements and EGBERT funding.

2. You must pay the additional premium cost of medical, dental, and vision coverage for additional qualified dependents.

3. Non-Medicare eligible retirees who do not waive their EGBERT medical benefits are required to make a monthly contribution for themselves and their qualifying covered dependent for EGBERT benefits. For 2026, the retiree contribution is $185.00 per month for each retiree and qualifying dependent. The monthly contribution amount charged for each retiree and qualifying dependent may be adjusted each year. The rate will be indexed to match the then current standard Medicare Part B premium rate as listed on the Social Security Administration website.

4. You and your dependents may elect any one or more of the three coverages currently offered (medical, dental, and/or vision). You do not need to select all three. For example, you may choose medical, dental, and vision coverage, and your dependent might only choose dental and vision coverage.

5. As soon as you and/or your spouse/domestic partner become Medicare-eligible (usually at the 65th birthday), you must enroll in Medicare parts A&B and arrange for your medical coverage to be integrated with Medicare. The Federal government will charge you a premium for Medicare Part B. EGBERT offers "Medicare Advantage" plans whereby EGBERT coverage enhances and coordinates with Medicare coverage in a convenient integrated fashion so that you do not have to be concerned with separate billings. Medicare supplement plans, which cost a lot more money, may be available at an extra cost. Medicare Part D is included in most Medicare-eligible plans through EGBERT. Most retirees do **not** need to purchase a supplemental plan; retirees living out of the area should contact the EGBERT office to find out what plans are available to them.

Dependents -

Eligible family members include:

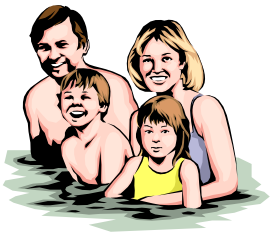
(a) the covered retiree's spouse/domestic partner under a legally valid marriage or domestic partner registration; and
(b) the covered retiree's children will be eligible for coverage until they attain age 26. There will be no conditions to eligibility such as student status, parent financial support, requirement to live with a parent or that the children are unmarried. As long as the children are under the age of 26, they will be eligible to participate. A "child" is a son, daughter, stepchild, foster child and adopted child. Grandchildren may be eligible if the retiree is the legal guardian.

When an unmarried dependent child is incapable of self-sustaining employment because of a mental or physical handicap that began before the child reached the age limit, satisfactory proof of his or her incapacity should be submitted by a physician within 31 days prior to the date termination would occur. Extension of Medical Benefits will be continued until the earliest of: (a) the date that he or she ceases to be eligible for reasons other than age; (b) the date he or she ceases to be incapacitated; or (c) the 31st day after we request additional proof of his or her incapacity if you fail to furnish such proof.

To add dependents, you must make your benefit change within 30 days of the Qualifying Event. Any change must be consistent with the change in family status. After the 30-day notification period has expired, you must wait until the next annual Open Enrollment period to make your change.

Qualifying Events That Let You Add Dependents:

- *Marriage / Domestic Partner Registration*
- *Birth*
- *Adoption*
- *Acquire Guardianship of a Child*
- *Loss of other coverage*



To remove a dependent, please notify the EGBERT office immediately upon any of the following events: divorce, dissolution of domestic partnership, loss of full-time student status, attainment of age 26.

Death of Retiree or Dependent

Please contact the EGBERT office as soon as possible. Spouses/Domestic Partners of deceased retirees may continue receiving EGBERT's retiree health benefits for life but pay the full cost of the insurance plans elected. Payment for continued coverage is due the first of the month following the death of the retiree. This enables the spouse to continue current benefits at EGBERT's group rate in addition to avoiding possible problems obtaining other insurance due to pre-existing conditions. There is no EGBERT contribution. Spouses/Domestic Partners of deceased retirees may not enroll future spouses or dependents.

3 OPEN ENROLLMENT

You have the opportunity every year to make new benefit choices. This lets you review your benefit needs and priorities, and make new decisions that keep your coverage suitable for your lifestyle.

Open Enrollment is usually during the month of October. Benefit changes become effective January 1. At this time, you are encouraged to attend an Open Enrollment event or visit or call the EGBERT office to discuss the benefit options available and complete the required paperwork.

The benefits you choose will become effective on January 1 and will remain in effect for the plan year. You may drop benefits and/or dependents at any time, but remember, you will only be allowed to add those benefits back during Open Enrollment. The exception would be a qualified change in family status or loss of alternative coverage as explained in the Eligibility section.



4 HEALTH CARE BENEFITS



Medical

Currently, the medical and prescription drug benefits are provided to you through the same health insurance carriers that contract with the Elk Grove Unified School District.

Medical insurance is currently provided to you and one dependent (if eligible) at no cost should you select the least expensive plan and if you are eligible for Medicare; if you are not yet eligible for Medicare, you will be required to make a monthly contribution as set forth on page 6. Should you choose a plan offering other than the least expensive plan, you will be responsible for the difference in premium between the plan you choose and the least expensive plan and billed on a monthly basis. You will also be billed monthly for any premium cost for your dependents not covered by EGBERT.

Your specific benefits are not described in detail in this booklet. Instead, your benefits are described in Evidence of Coverage booklets provided by your carrier and are available from the EGBERT office.

Alternative Medical Coverage Reimbursement Options

You may participate in an Alternative Medical Coverage Reimbursement Option in any given year if you can show you have alternative medical coverage. The amount you may receive and the frequency of the reimbursements will be dependent on the following qualifying criteria.

Private Pay Reimbursement Option:

If the current medical plans being offered by EGBERT are not available in your area, if the EGBERT out-of-area medical plans available are cost prohibitive, or if you need access to out-of-network providers then EGBERT will reimburse insurance premiums up to the cost for a retiree and one dependent (if eligible) in the category that would otherwise be provided for by EGBERT. (Categories are determined by the age of the retiree and eligible dependent in addition to Medicare eligibility). Retirees not eligible for Medicare and receiving reimbursement under this section must pay the monthly retiree contribution for themselves and their qualifying covered dependent. If you are planning to move out of the area it is best to contact the EGBERT office to discuss the options available to you.

Medical Waiver Reimbursement Option:
Retirees who have alternative medical coverage and do not meet the criteria for the Private Pay Reimbursement Option may choose the Medical Waiver Reimbursement Option. The Medical Waiver Reimbursement will reimburse retirees with alternative coverage for qualifying medical expenses through a Health Reimbursement Arrangement (HRA). The maximum Medical Waiver Reimbursement is $780.00 annually for retirees not eligible for Medicare and $390.00 annually for Medicare-eligible retirees.

Retirees must submit the required forms and supporting documentation to qualify for payment. Reimbursements for the Private Pay Reimbursement Option will be funded on a monthly basis. Funding for the Medical Waiver Reimbursement Option will be on a quarterly basis.

Enrollment in an Alternative Medical Coverage Reimbursement Option must be renewed each year.

Should you lose your alternative medical coverage, you may re-enroll in an EGBERT sponsored plan at any time during the year. To be eligible for a mid-year enrollment change you will be asked to provide proof of your loss of coverage and complete the required forms to re-enroll within 30 days of the date coverage ended. You may also re-enroll in an EGBERT sponsored plan during the annual Open Enrollment period.



Dental

Dental services are currently provided by Delta Dental. Delta Dental will pay 70% to 100% of diagnostic, preventive, basic, crown and cast benefits, up to a $2,700 maximum in-network and $2,500 out-of-network during the calendar year of eligibility. Your benefit coverage starts at 70% and increases each year as stipulated in the Evidence of Coverage booklet. The plan year runs January to December with percentage increases effective January 1. The plan does not include orthodontia coverage. As with all EGBERT benefit plans, the level of dental benefits is subject to change based on the funding available to pay for benefits.

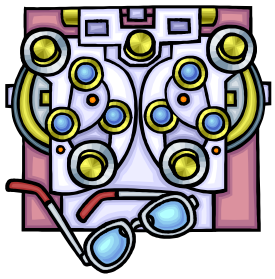
Under Delta Dental, your dental benefit remains at the same percentage of benefit coverage as you had as an active employee.

Dental coverage is currently provided to you and one dependent (if eligible) at no cost. You have the option of covering additional dependents at your own expense.

For further information on your dental plan benefits, please refer to the Evidence of Coverage booklet. Contact the EGBERT office should you have any questions.

Vision

Vision services are provided by Vision Service Plan (VSP). Vision coverage is currently provided to you and one dependent (if eligible) at no cost. You have the option of covering additional dependents at your own expense.



Please refer to the Evidence of Coverage booklet for benefit details. If you should have any questions, please contact the EGBERT office.

5 MEDICARE

The retiree and/or spouse/domestic partner must each, when they become eligible, apply for Medicare Parts A (Hospital Insurance) & B (Medical Insurance). Typically, your initial enrollment period is the 90 days before your 65th birthday. If you are under age 65 and have become eligible for Medicare on the basis of disability, you must enroll in Parts A & B upon your initial eligibility. Otherwise, you may enroll or re-enroll in January through March of each year. Coverage is effective in July of that year.

Any monthly Medicare premiums are paid by the retiree and/or spouse/domestic partner. Upon receipt of your Medicare card, you must provide EGBERT with a copy of it and enroll in the HMO's Medicare Advantage plan if residing in an approved Medicare Advantage service area.

Failure to enroll in Medicare Parts A & B and in an EGBERT Medicare plan when you are initially eligible will result in an increased cost for your EGBERT monthly premiums and may result in an increased cost for your Medicare Part B.

When you become eligible (Part A): Whether you are working or retired, you are eligible for Part A benefits at age 65 if you or your spouse/domestic partner are entitled to monthly Social Security or railroad retirement benefits, are insured under Social Security or railroad retirement, or have worked long enough in federal, state, or local government employment to be insured for Medicare purposes. Your spouse, at age 65, is also eligible.

Generally, if you are age 65 or over and filed an application and established entitlement to a monthly Social Security benefit or railroad retirement benefit, you do not need to file an additional application for Medicare Part A. Similarly, if you are under age 65 and have established entitlement to Social Security benefits or railroad retirement benefits on the basis of disability, you do not need to file a separate application for Medicare. If you are eligible for Social Security benefits but have attained age 65 without applying for those benefits, you must file an application to establish your eligibility for Medicare. Excluded are aliens who are not permanent U.S. residents for 5 years.

When you Become Eligible (Part B): The retiree and spouse/domestic partner (if applicable) must enroll and be covered for Part B benefits which can be paid through their Social Security or CalSTRS pension check. If you reject Part B coverage, you will be ineligible to participate in EGBERT's retiree health plans.

The retiree and their spouse/domestic partner may delay enrolling in Medicare Part B if the retiree is waiving EGBERT medical coverage and they are enrolled in their spouses/domestic partners employer group health plan.

Employees Not Eligible for (Part A) Coverage:

If you are not eligible for Part A coverage, your ability to enroll in the EGBERT sponsored HMO plans are governed by the California Department of Managed Health Care. Check with the EGBERT office for current Medicare guidelines and plan availability.

You may be eligible through your present or former spouse. Contact the Social Security Administration for details.

Individuals age 65 or older who wish to purchase Part A may do so by filing an application with the Social Security Administration and by paying the full cost of coverage. You will only be required to pay for the Part A coverage for a maximum of seven (7) years. For more detailed information, contact your local Social Security Administration office.

Disabled persons under age 65 who have been entitled to disability benefits for at least 24 months, people with permanent kidney failure, and certain surviving spouses are eligible for Part A benefits. Persons with permanent kidney failure and certain surviving spouses must file an application for Part A benefits.

State Teachers Retirement System (STRS) Coverage for (Part A): STRS may cover the cost for Part A for teachers who have not contributed to Medicare and who retired prior to July 1, 2012. If you are eligible for STRS to cover the cost of Part A and you do not complete the STRS forms you will be responsible for paying any difference in premium cost assessed by your insurance carrier. For further details contact STRS. In addition to completing the STRS forms to cover the cost of Part A you **must** also contact your local Social Security office and complete their enrollment forms.

6 EMPLOYMENT AFTER RETIREMENT

Retirees must be actively drawing retirement or disability benefits from CalSTRS or CalPERS to maintain EGBERT eligibility. If a retiree becomes ineligible or otherwise ceases to receive CalSTRS or CalPERS retirement benefits, his/her eligibility (and dependent eligibility) for EGBERT benefits will cease, and not be subject to reinstatement.

CalSTRS and CalPERS have rules concerning the performance of work after retirement. You should become familiar with these rules because violating them could cause you to lose eligibility for your pension benefits and also for EGBERT benefits. When you are preparing to retire, or any time you are considering going to work after you retire, you should consult CalSTRS or CalPERS about their current rules in this regard. As of the date of this SPD their rules regarding work after retirement are as follows:

Effective January 1, 2013, you cannot be employed by a CalSTRS or CalPERS employer for a period of 180 days immediately after your retirement date.

CalSTRS

As a retiree from the California State Teachers Retirement System (CalSTRS) your only restrictions on employment after service retirement are within the public school system of California.

If you return to work after service retirement in a position with the California public school system as an employee, an employee of a third party, or an independent contractor, there are restrictions.

You cannot:

- Work in a classified position except, under certain circumstances, as a teacher's aide.
- Earn more than the annual postretirement earnings limit without affecting your CalSTRS retirement benefit.
- Earn any pay without affecting your retirement benefit if you return to work before a 180 calendar day separation from service.
- Keep the additional service credit you received under the CalSTRS Retirement Incentive Program, if you return to work within five years of retirement with the employer that offered the incentive.

You may accept employment outside the California public school system in any capacity, and continue to receive your CalSTRS service retirement allowance with no limitations on your earnings. For further details in the area of employment after retirement, please contact CalSTRS at 1-800-228-5453, or visit their web site at www.calstrs.com.

CalPERS

As a retiree from the California Public Employees Retirement System (CalPERS), you may work without restriction for any employer not participating in the CalPERS retirement program. However, if you retire for disability, are under age 50, and your employment would cause you to perform work very similar to that done prior to your disability retirement, CalPERS may re-evaluate your medical condition to determine if you should be reinstated from disability retirement.

You will need CalPERS approval to accept permanent full-time employment with a CalPERS covered agency. You must either reinstate from retirement (return to active membership) or be approved to work under a specific section of the Retirement Law, unless the employment qualifies you for membership in the University of California Retirement System of the State Teachers Retirement System.

EMPLOYMENT PERMISSIBLE WITHOUT REINSTATEMENT FROM CalPERS:

CalPERS approval is not required for temporary, limited-term employment as a retired annuitant. Eligibility requirements can vary depending upon whether you are retired for service, disability, or industrial disability, and your age at retirement.

Eligible retirees can work for a State agency, university, public employer, or school employer contracted with CalPERS without reinstatement from retirement into active employment, if all of the following conditions are met.

- You have completed the 180 day wait period, if appropriate
- You have specialized skills needed to perform work of limited duration or your employment is needed during an emergency to prevent stoppage of public business.
- Your temporary employment will not exceed 960 hours in a fiscal year (July 1st through June 30th).
- The compensation cannot exceed the maximum monthly base salary paid to other employees performing comparable duties
- Retired annuitants cannot receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate.

For more detail information regarding employment after retirement under CalPERS, please contact CalPERS at 1-888-225-7377 or visit their web site at www.calpers.ca.gov.

7 COMMONLY ASKED QUESTIONS



1. WHAT STEPS DO I TAKE UPON RETIREMENT TO CONTINUE MY HEALTH, DENTAL, AND VISION BENEFITS?

You should begin your retirement process by arranging a meeting for Retirement Counseling with your pension plan, CalPERS/CalSTRS **at least (90 days**) prior to your intended retirement date.

You need to submit a letter of intent to retire to Human Resources indicating your retirement date, as well as a copy to your site administrator.

After your letter of intent to retire is submitted to the District Human Resources office, if you have met the eligibility requirements, you will receive a packet in the mail from the EGBERT office. Included in this packet will be enrollment forms for the Medical, Dental and Vision plans offered by EGBERT.

You **must** complete all forms and return them to the EGBERT office before your retirement date.

2. WHEN ARE MY RETIREE BENEFITS EFFECTIVE?

Your retiree benefits are effective the lst of the month following your last day of employment with the District. However, continuation of your benefits is contingent on your submitting to EGBERT your award letter from STRS or PERS within 90 days of your last day of employment.

3. HOW LONG DO I HAVE TO TURN IN MY ENROLLMENT PAPER WORK?

You must complete all new forms and return them to the EGBERT office before your retirement date.

4. WHY DO I HAVE TO COMPLETE NEW ENROLLMENT FORMS?

The insurance carriers require new forms because the retiree plans are provided by EGBERT through a separate group insurance policy.

5. DO I HAVE TO COVER MY DEPENDENTS?

No. This is an option for medical, dental, and vision coverage. If your spouse/domestic partner and dependents are covered under another plan, you should evaluate your benefit needs to determine if double coverage is economical for you.

6. DO I HAVE TO RE-ENROLL EVERY YEAR FOR MY BENEFITS?

If you want your benefits to remain the same, nothing needs to be done. Open Enrollment is for those who waive medical benefits, those who have previously waived benefits and would like to re-enroll, those who would like to change medical carriers, or those who would like to add dependent coverage. You will need to re-enroll if EGBERT cancels its policy with your carrier.

Be sure to read the annual Retiree Open Enrollment letter for notice of changes.

7. WHAT HAPPENS TO MY MEDICAL, DENTAL, VISION IF I MOVE OUT OF STATE OR INTO A RURAL AREA WITH-IN CALIFORNIA?

Many new retirees relocate out of California or to rural areas within California where the current medical plans being offered may not be available. In a situation like this it is best to contact the EGBERT office to discuss the options available for Medical insurance. Dental and Vision will continue to be available out of California or in rural areas. The Retiree may need to pay for the service out of pocket and submit a claim for reimbursement to either the Dental or Vision plan.

8. WHEN CAN I ADD DEPENDENTS FOR COVERAGE?

Within 30 days of a qualifying event such as marriage, domestic partner registration, birth or adoption, or during Open Enrollment.

9. WHEN DO I REMOVE DEPENDENTS?

Notify the EGBERT office immediately upon any of the following events: death, divorce, dissolution of domestic partnership, attainment of age 26.

10. WHAT HAPPENS IF I LOSE COVERAGE FROM MY SPOUSE?

You must provide proof of the loss of coverage to the EGBERT office within 30 days of the event. You will then be allowed to enroll in the coverages offered.

11. HOW DO I CHOOSE A PCP?



Each medical carrier produces a catalog or directory listing their primary care physicians (PCP). Once you have selected a doctor, call his/her office to verify he/she is accepting new patients. If not, you must choose another PCP.

12. HOW DO I CHOOSE A DENTIST?

Over 90% of all dentists in California belong to Delta Dental. Call your dentist to confirm he/she is a member before using his/her services or refer to their website at www.deltadentalins.com.

13. WHAT IF MY SPOUSE/DOMESTIC PARTNER WORKS FOR THE DISTRICT OR IS A DISTRICT RETIREE – HOW CAN I GET THE MOST FOR MY MONEY?



Please contact the EGBERT office for an individual consultation. You may waive your medical insurance and enroll in the Medical Waiver Reimbursement Option (see page 10). If you and your dependent are not eligible for Medicare, you will not be required to pay the monthly retiree contribution when waiving your medical coverage. Qualifying EGUSD active and retired spouses also do not have to pay the additional premium if not enrolled in the lowest cost plan when one spouse waives their medical coverage.

14. DO I HAVE TO PAY FOR MEDICARE?

You are required to enroll in Medicare Parts A & B when you become eligible. The premium for Part B is to be paid by you directly to the Social Security Administration. If you and/or your spouse receive a Social Security pension, the Part B premium is deducted from the pension check. The Part B premium may also be deducted from your CalSTRS pension check.

15. DO I NEED TO PURCHASE MEDICARE PART D PRESCIPTION COVERAGE?

Medicare Part D prescription coverage is included in all EGBERT sponsored medical plans. Retirees risk jeopardizing EGBERT Medical coverage if they purchase a separate Medicare prescription coverage other then what is already "wrapped" into the medical plan.

Resolution and Policy Re: Collection of Contributions

WHEREAS, the Directors of the Elk Grove Benefits Employee Retirement Trust (EGBERT) have a fiduciary duty to collect contributions due to EGBERT, including contributions required of retirees and dependents, in order to maintain adequate funding for EGBERT,

AND WHEREAS, it would be unfair to the retirees and dependents who remit their contributions to EGBERT in a timely manner to allow others not to do so and it would create record keeping problems to allow delinquencies to continue unabated,

THEREFORE, the EGBERT Board of Directors hereby resolves as follows and adopts as a policy of EGBERT the following procedure for the collection of retiree and dependent contributions:

1. EGBERT will bill retirees and dependents monthly for contributions established for their benefits by the Board of Directors, and their contributions will be due by the 10th day of the month for which they are billed.

2. Any contribution not received by EGBERT within ten (10) days of the date billed will be deemed delinquent. If a delinquent contribution is not received by EGBERT within sixty (60) days of the date billed, a past-due notice will be sent to the retiree and/or dependent giving them fifteen (15) days from the date of the past-due notice to pay all contributions then owing.

3. If a contribution is not paid within ninety (90) days of the initial date billed, a final billing notice will be mailed to the retiree and/or dependent informing them that if payment in full of all contributions then owing is not received within fifteen (15) days of the date of the final billing notice, the benefits of the individual(s) involved will be suspended until they are paid in full.

4. At any time that an individual becomes delinquent for three or more months of contributions, if they have not yet received a final billing notice for any of the contributions owed, EGBERT will send them a final billing notice and inform them that if payment in full of all contributions then owing is not received within fifteen (15) days of the date of the final billing notice their benefits will be suspended until they are paid in full.

5. If an individual's benefits are suspended for non-payment of delinquent contributions as set forth above, he or she will not be eligible to re-enroll for benefits through EGBERT until the next open enrollment period and until he or she has also paid all delinquent contributions owed.

Resolved and adopted by the Board of Directors of EGBERT this 9th day of February, 2012, in Elk Grove, California.

Participation Agreement for Retiree Medical Benefits

Each new retiree will be asked to sign a Participation Agreement with the following language:

This Agreement is entered into between ("Retiree") and, if applicable, Retiree's spouse ("Spouse") and the Elk Grove Benefits Employee Retirement Trust ("EGBERT") to provide for Retiree and Spouse to enroll for retiree medical benefits through EGBERT and to set forth the terms and conditions of such benefits.

The Retiree meets the eligibility requirements defined in Section 1.1 of the EGBERT Trust Agreement. The retiree was employed by the Elk Grove Unified School District for a minimum of 10/15/20 benefit eligible years prior to their last day of employment. The retiree entered into retirement status with PERS/STRS no later than 90 days day after the retiree's last day of employment.

Contributions to EGBERT will be paid in a manner and in amounts determined by the collective bargaining parties, and EGBERT shall determine the types and level of benefits to be provided to retirees and their dependents based on such contributions and income derived there from. EGBERT may reduce or eliminate benefits at any time if contributions and income are insufficient to maintain current levels.

The precise benefits provided by EGBERT, and the eligibility requirements for benefits, are more fully described in an EGBERT Summary Plan Description (hereafter, "SPD"), and in plan descriptions and evidence of coverage documents provided by the HMOs and/or insurance carriers through which medical services are actually provided.

EGBERT benefits are subject to the following terms and conditions, to which Retiree and Spouse on the behalf of them and their dependents, agree:

1. Retiree must be actively drawing retirement or disability benefits from STRS or PERS to maintain EGBERT eligibility. If retiree becomes ineligible or otherwise ceases to receive STRS or PERS retirement benefits, his/her eligibility (and dependent eligibility) for EGBERT benefits will cease, and not be subject to reinstatement.
2. If Retiree or Spouse dies, his/her survivor must inform EGBERT of the death within thirty (30) days. Spouses/Domestic Partners of deceased retirees may continue receiving EGBERT's retiree health benefits for life, but pay the full cost of the insurance plans elected. Payment for continued coverage is due the first of the month following the death of the retiree. There is no EGBERT contribution.
3. Retiree and/or Spouse must, when they become eligible, apply for Medicare Part A (Hospital Insurance) and Part B (Medical Insurance), provide EGBERT the appropriate evidence that they are both eligible and covered, and enroll in an EGBERT Medicare health plan prior to the first day of Medicare eligibility. Any monthly Medicare premiums shall be paid for by the Retiree and/or Spouse directly to Social Security. Late enrollment in Medicare Parts A and/or B, and/or in an EGBERT Medicare health plan will result in the Retiree/Spouse being billed for the difference in monthly health premiums.
4. Retiree and/or Spouse agree to reimburse EGBERT, in advance, any premium cost associated with the Plan(s) selected in the manner and time frame as established by EGBERT.
5. Retiree and/or Spouse must inform EGBERT of any change in address within thirty (30) days of such change.
6. If Retiree or Spouse fails to abide by the foregoing requirements, EGBERT shall have the right to cancel this Agreement thirty (30) days after sending them written notice of non-compliance.
7. Retiree and Spouse acknowledge receipt of a copy of this Agreement.

Notice of Privacy Practices and HIPAA Compliance

This Notice is effective February 16, 2026, and supersedes all prior versions.

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.

USE AND DISCLOSURE OF HEALTH INFORMATION

The Elk Grove Benefits Employee Retirement Trust ["the Plan"] may use your health information, that is, information that constitutes protected health information 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 making or obtaining payment for your care and conducting health care operations. The Plan has established a policy to guard against unnecessary disclosure of your health information.

THE FOLLOWING IS A SUMMARY OF THE CIRCUMSTANCES UNDER WHICH, AND PURPOSES FOR WHICH, YOUR HEALTH INFORMATION MAY BE USED AND DISCLOSED UNDER THE LAW:

To Make or Obtain Payment. The Plan may use or disclose your health information to make payment to or collect payment from third parties, such as other health plans or providers, for the care you receive. For example, the Plan may provide information regarding your coverage or health care treatment to other health plans to coordinate payment of benefits.

The Plan may also disclose health information over the telephone to your spouse, another family member, or a personal representative (such as a Union official or Employer representative) for purposes of making or obtaining information about treatment or claims if you provide your oral authorization to the Plan to speak to this person on your behalf. If you do not wish the Plan to release your health information to your spouse, family members or personal representative without prior written authorization, please follow the instructions under the Right to Make Restrictions found in this notice.

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 conduct case management, quality improvement and utilization review, and provider credentialing activities or to engage in customer service and grievance resolution activities. The Plan does not intend to use or disclose genetic information for underwriting purposes.

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.

For Treatment Alternatives. The Plan may use and disclose your health information to tell you about or recommend possible treatment options or alternatives that may be of interest to you.

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;
- To report births and deaths;
- To report child abuse or neglect;
- To report reactions to medications or problems with products;
- To notify people of recalls of products they may be using;
- To notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition;
- To notify the appropriate government authority if we believe a patient has been the victim of abuse, neglect or domestic violence. Health Plan will only make this disclosure if you agree or when required or authorized by law.

For Disclosure to the Plan Sponsor. The Plan may disclose your health information to the plan sponsor (the Board of Directors) 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, state or local law.

Organ and Tissue Donation. If you are an organ donor, the Plan may release medical information to organizations that handle organ procurement or organ, eye or tissue transplantation or to an organ donation bank, as necessary to facilitate organ or tissue donation and transplantation.

To Conduct Health Oversight Activities. The Plan may disclose your health information to a health oversight agency for authorized activities including audits, civil administrative or criminal investigations, inspections, licensure or disciplinary action. The Plan, however, may not disclose your health information if you are the subject of an investigation and the investigation does not arise out of or is not directly related to your receipt of health care or public benefits.

In Connection with Judicial and Administrative Proceedings. As permitted or required by state 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, but only when the Plan makes reasonable efforts to either notify you about the request or to obtain an order protecting your health information.

For Law Enforcement Purposes. As permitted or required by state law, the Plan may disclose your health information to a law enforcement official for certain law enforcement purposes, including, but not limited to, if the Plan has a suspicion that your death was the result of criminal conduct or in an emergency to report a crime.

To Coroners, Medical Examiners and Funeral Directors. The Plan may release your health information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. The Plan may also release your health information to funeral directors as necessary to carry out their duties.

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 insurances, but is prohibited from using or disclosing your genetic information for such purposes.

For Substance Use Disorder Treatment. The Plan may receive your substance use disorder treatment records from a "Part 2 Program" (i.e., an entity that is federally assisted and provides substance use disorder diagnosis or treatment subject to 42 CFR part 4). The Plan is prohibited from using or disclosing these records ("SUD Records"), or testimony relaying the content of such records, received from a Part 2 Program in any civil, criminal, administrative, or legislative proceedings against you, unless the Plan has your written consent or pursuant to a court order after notice and an opportunity to be heard is provided to you or the holder of the record. A court order authorizing use or disclosure must be accompanied by a subpoena or other legal requirement compelling disclosure before the requested record is used or disclosed. If the Plan intends to use or disclose such records for fundraising for the Plan's benefit, you will first be provided with a clear and conspicuous opportunity to opt out of any fundraising communications. In addition, a Plan participant may provide a "single consent" to the Plan or its Business Associate for all future uses and disclosures of the participant's SUD records for treatment, payment and health care operations. Upon receiving this "single consent", the Plan and/or Business Associate (as applicable) may use and disclose such SUD Records for treatment, payment and health care operations as permitted under the HIPAA rules, up until the time the Plan participant revokes such consent in writing. Once the Plan participant has provided consent for the use and/or disclosure of their SUD Records, such records may be redisclosed as permitted or required under HIPAA rules.

AUTHORIZATION TO USE OR DISCLOSE HEALTH INFORMATION

Other than as stated above, the Plan will not disclose your health information other than with your written authorization. The Plan must obtain your authorization before using or disclosing your health information for marketing purposes or selling your information to a third party. If you authorize the Plan to use or disclose your health information, you may revoke that authorization in writing at any time.

YOUR RIGHTS WITH RESPECT TO YOUR HEALTH INFORMATION

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 such a request. If you wish to make a request for restrictions, please contact the EGBERT Privacy Officer at: 916-684-7120.

Right to Receive Confidential Communications. You have the right to request that Health 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: EGBERT Privacy Officer, 9297 Office Park Circle, Suite 110, Elk Grove, CA 95758-8071. 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 in writing to: EGBERT Privacy Officer, 9297 Office Park Circle, Suite 110, Elk Grove, CA 95758-8071. 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: EGBERT Privacy Officer, 9297 Office Park Circle, Suite 110, Elk Grove, CA 95758-8071. 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 request a list of certain disclosures the Plan has made of your protected health information. This is often referred to as an "accounting of disclosures." However, any accounting of disclosures will not include any of the following:

- Disclosures made before April 14, 2003;
- Disclosures related to treatment, payment, or health care operations;
- Disclosures made by the Plan to you;
- Disclosures you authorized;
- Disclosures made to federal officials for national security and intelligence activities;
- Disclosures about inmates or detainees to correctional institutions or law enforcement officials;
- Disclosures made more than six years ago (the amount of time we are required to maintain records under the Privacy Rule);
- Disclosures made incident to a use or disclosure permitted or required by the Privacy Rule;
- Disclosures for a facilities directory or to persons involved in your case or certain other notification purposes; or
- Disclosures that were made as part of a limited data set.

Your right to an accounting of disclosures to a health oversight agency or law enforcement official may be suspended at the request of the agency or official. If you want to exercise this right, your request to the Plan much be in writing. You may made 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" within the meaning of the notification requirements of the Privacy Rule, then, in accordance with HIPAA, the Plan will provide the required notifications to those individuals who have been affected by the breach, the Department of Health and Human Services, and to any other necessary parties.

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: EGBERT Privacy Officer, 9297 Office Park Circle, Suite 110, Elk Grove, CA 95758-8071; phone: 916-684-7120.

DUTIES OF THE PLAN

The Plan is required by law to maintain the privacy of your health information as set forth in this Notice, to 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, it will revise the Notice and will provide a copy of the revised Notice to you within 60 days of the change. 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: EGBERT Privacy Officer, 9297 Office Park Circle, Suite 110, Elk Grove, CA 95758-8071. 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.

CONTACT PERSON

Health Plan has designated Amanda Huff as its contact person and Privacy Officer for all issues regarding patient privacy and your privacy rights. You may contact this person at:

EGBERT
9297 Office Park Circle, Suite 110
Elk Grove, CA 95758-8071
916-684-7120

SOURCES OF INFORMATION:

EGBERT Office
9297 Office Park Circle, Suite 110
Elk Grove, CA 95758-8071
Voice: (916) 684-7120
Fax: (916) 478-9884
Office hours: 9 a.m. to 3:00 p.m. – Tuesday, Wednesday, Thursday
Available for special appointments
Email: egbertbenefits@gmail.com
www.egbertbenefits.com

Elk Grove Unified School District
Payroll/Benefits Office
(916) 686-7778

California Public Employees Retirement System (CalPERS)
(888) 225-7377
www.calpers.ca.gov

California State Teachers Retirement System (CalSTRS)
(800) 228-5453
www.calstrs.com

Social Security Administration
(800) 772-1213
www.medicare.gov
www.ssa.gov

Covered CA
(800) 300-1506
www.coveredca.com