

For Your Benefit



PPACA Related Benefit Changes

The following is a Summary of Material Modifications (SMM) which applies to **FELRA & UFCW Active Health & Welfare Plan, Plans I, X, and XX, and FELRA & UFCW Retiree Health and Welfare Plan.** Keep this SMM with your Summary Plan Description (“SPD”) booklet.

Effective January 1, 2014, the following changes are made to your SPD:

- All annual limits on essential health benefits are eliminated. Previously, the annual limits were \$400,000 for Plans I and X, and \$100,000 for Plan XX.
- Pre-existing condition exclusions on all benefits except insured dental benefits are eliminated.
- Coverage for biological and adopted dependent children is extended to age 26, regardless of whether such children are eligible for other employer-sponsored coverage.
- A family \$12,700 annual out-of-pocket maximum on essential health benefits is added to the Plan.

Summary of Material Modifications This Issue!

- FELRA & UFCW Active Health Plan**
- FELRA & UFCW Retiree Health Plan**
- FELRA & UFCW Pension Fund
- Mid-Atlantic UFCW and Participating Employers Pension Fund
- UFCW & FELRA Severance Plan*
- UFCW & FELRA Legal Benefits Plan*
- UFCW & FELRA Scholarship Plan*

* Benefit programs of the FELRA & UFCW Health and Welfare Fund
** Benefit Plans of the FELRA & UFCW Health & Welfare Fund



This issue—

PPACA Related Benefit Changes..... 1

Giant, Safeway And Associated – Collective Bargaining Changes..... 2

Summary of Material Modifications ... 4

Retirees In Kaiser Medicare: You Must Use A Kaiser Permanente Provider..... 10

Retiree Information Forms Being Mailed. You Must Complete And Return. 11

Trustees Approve 2014 Medicare Deductibles, Co-Payments

New Claims Address for Value Options 12

The purpose of this newsletter is to explain your benefits in easy, uncomplicated language. It is not as specific or detailed as the formal Plan documents. Nothing in this newsletter is intended to be specific medical, financial, tax, or personal guidance for you to follow. If for any reason, the information in this newsletter conflicts with the formal Plan documents, the formal Plan documents always govern.



Giant, Safeway And Associated – Collective Bargaining Changes – Read Below For Important Information About Your Benefits!

The following articles apply to participants employed by Giant, Safeway and Associated Administrators and represented by Local 400 or Local 27. The changes described below are based on the collective bargaining agreement ratified in 2013

BARGAINING CHANGE FELRA & UFCW Active Health & Welfare Plan, Plan XX: Change In Annual Deductible And Out-of-Pocket Maximums for participants with Fund coverage (not HMO)

Effective March 1, 2014, the annual deductible for all benefits except preventive care benefits will change to \$500. This means that each year you must pay the full cost of benefits, other than preventive care benefits, up to \$500, and then the Fund will begin to pay for covered services you use, pursuant to the terms of the Plan.

Effective March 1, 2014, the individual out-of-pocket maximum will change to \$5,000 and will apply to all essential health benefits under the Plan, other than prescription drug benefits.

Amounts that already have been paid toward the current \$300 deductible will be counted toward the new (March 1 and after) \$500 deductible. For example, if you have already paid \$150 toward the 2014 deductible, your remaining deductible for 2014 only will be \$350 (not the whole \$500), effective March 1, 2014.

BARGAINING CHANGE FELRA & UFCW Active Health & Welfare Plan, Plans I, X, XX and XXX; FELRA & UFCW Retiree Health & Welfare Plan, Non-Medicare Retirees, including CIGNA-covered Retirees:

Coordination of Benefits Provision Effective March 1, 2014, the Plan's coordination of benefit provisions have changed as follows. If a participant

or dependent is covered under another health plan as primary and has secondary coverage under the Fund, the Fund will not supplement the primary coverage if that would result in an overall payment that is more than the Fund **would have paid** as primary.

Example: Suppose your spouse has a medical claim of \$500, and your spouse's primary carrier paid 80% of the claim (\$400). You are in Plan X, so if the Fund had paid this medical claim as primary, the payment would have been 80% of approved charges, meaning the Fund would have paid a maximum of \$400. Effective March 1, 2014, the Fund would not make any payment on this claim as secondary because the primary coverage already has paid the maximum amount the Fund would have paid as primary.

BARGAINING CHANGE FELRA & UFCW Active Health & Welfare Plan, Plan X: In Network Only

Effective March 1, 2014, benefits will be covered only if services are performed by an in-network provider, with the exception of services provided by pathologists, anesthesiologists, radiologists, and emergency room treatment, at an in-network facility.

BARGAINING CHANGE FELRA & UFCW Active Health & Welfare Plan, Plans I, X, and XX; FELRA & UFCW Retiree Health and Welfare Plan, non-Medicare Retirees: Emergency Room Co-Pay

Effective March 1, 2014, there will be a \$75 co-payment for Emergency

Room visits. This co-pay will be waived if you are admitted to a hospital.

BARGAINING CHANGE FELRA & UFCW Active Health & Welfare Plan: Plans I, X and XX; FELRA & UFCW Retiree Health & Welfare Plan, Non-Medicare Retirees: Benefit Rates

Effective for claims incurred March 1, 2014 and after, with the exception of in-network preventive care benefits, the benefits under the Plan that were covered at 100% are covered at the Major Medical or Comprehensive rate after satisfying the deductible.

For example, under **Plan I and Plan X**, hospital stays will be covered at 80% up to the semi-private room rate after satisfying the deductible.

Also, medical-surgical charges, anesthesia charges, lab and x-ray charges, and radiation and chemotherapy will be covered at 80%, after the deductible, under Plan I and Plan X.

As a final example, Rehabilitation and Cardiac Rehabilitation charges will be covered at 80%, after the deductible, under Plan I and Plan X.

For a complete list and description, see pages 102 – 111 in your Plan I Summary Plan Description (“SPD”) booklet and pages 98-108 in your Plan X SPD booklet. The services listed on these pages generally will be paid at the medical benefit rate, for services received on or after March 1, 2014.

Under **Plan XX**, hospital stays will be covered at 75% up to the semi-private room rate after satisfying the deductible.

BARGAINING CHANGE

FELRA & UFCW Active Health & Welfare Plan: Plans I, X, XX and XXX

Effective for claims incurred March 1, 2014 and after, in-network preventive care benefits will be covered at 100% with no cost-sharing. For a list of the preventive care benefits covered by the Plan, please contact the Fund office.



BARGAINING CHANGE

FELRA & UFCW Active Health and Welfare Plan, Plan XX

Effective November 1, 2013, participants who first become covered under Plan XX on and after November 1, 2013 will not be eligible to move to Plan X after six years of coverage but will instead remain under Plan XX.

BARGAINING CHANGE

New Health And Welfare Plans – Plan XXX and Plan XL

Plan XXX – Covered employees hired **on and after January 1, 2014** will be eligible for coverage under Plan XXX if they work an average of 28 or more hours per week. The benefits under Plan XXX will be similar to those under Plan XX, except that the co-insurance for medical benefits under Plan XXX will be 70%/30%, and there will be no spouse coverage for contractual part-time employees.

Courtesy Clerks are not eligible to participate in Plan XXX.

Plan XL – Covered employees hired **on or after January 1, 2014** will be eligible for coverage under Plan XL if they work, on average, less than 28 hours per week. Plan XL will include optical, dental, life insurance, accidental death and dismemberment, and accident and sickness benefits, but will not include medical or prescription benefits. Dependent coverage is not available under Plan XL (spouses or children).

BARGAINING CHANGE

FELRA & UFCW Active Health and Welfare Plan, Plans I, X, XX and XXX

Effective January 1, 2015, the following co-premium amounts will be deducted from participants' payroll.

Payroll Deductions for Plan I, Plan X Full Time and Plan XX Full Time Participants will be:

- \$5 per week for individual coverage,
- \$10 per week for participant + 1 coverage, and
- \$15 per week for family coverage (2 adults + child/ren).

Payroll Deduction for Plan X and Plan XX Part Time Participants will be:

- \$5 per week for **individual coverage only**.

Plan X Part Time dependent coverage payroll deduction of 20% of the cost of coverage will remain in effect.

Payroll Deductions for Plan XXX will be:

- \$10 per week for individual coverage,
- \$15 per week for participant + child/ren,
- \$20 per week for participant + spouse, and
- \$25 per week for family coverage.

If a participant elects coverage for his dependent spouse under any of the above Plans and the spouse also is eligible for health coverage through her employer, a \$20/week surcharge will apply in addition to the above-described co-premiums.

More information about these payroll deductions will be sent to affected participants in the fall of 2014.



BARGAINING CHANGE

UFCW & FELRA Severance Plan

Effective December 31, 2013, Participants in the UFCW and FELRA Severance Plan will no longer earn credit for service. The service you already have earned will not be affected by this change.

Summary of Material Modifications

Below are Summaries of Material Modifications (changes) made to your Plans during the past year. Please clip this summary and keep it with your Plan booklets so you will have it for easy reference.

Applies To The Following Funds:

FELRA & UFCW Health & Welfare Fund

FELRA & UFCW Active Health & Welfare Plan

FELRA & UFCW Retiree Health & Welfare Plan

FELRA & UFCW Pension Fund

Mid-Atlantic UFCW and Participating Employers Pension Fund

UFCW & FELRA Severance Plan (part of the Health & Welfare Fund)

UFCW & FELRA Legal Benefits Plan (part of the Health & Welfare Fund)

UFCW & FELRA Scholarship Plan (part of the Health & Welfare Fund)

- **Effective May 22, 2013, the following is added at the end of the Claims and Appeals section of your SPD:**

If your claim is denied, in whole or in part, you are not required to appeal the decision. However, before you can file suit under Section 502(a) of the Employee Retirement Income Security Act ("ERISA") on your claim for benefits, you must exhaust your administrative remedies by appealing the denial to the Board of Trustees. Failure to exhaust these administrative remedies will result in the loss of your right to file suit. If you wish to file suit for a denial of a claim for benefits, you must do so within three years of the date the Trustees denied your appeal. For all other actions, you must file suit within three years of the date on which the violation of Plan terms is alleged to have occurred. Additionally, if you wish

to file suit against the Plan or the Trustees, you must file suit in the United States District Court for the District of Maryland. These rules apply to you, your spouse, dependent, alternate payee or beneficiary, and any provider who provided services to you or your spouse, dependent or beneficiary. The above paragraph applies to all litigation against the Fund, including litigation in which the Fund is named as a third party defendant.

FELRA & UFCW Health & Welfare Fund

FELRA & UFCW Active Health & Welfare Plan

FELRA & UFCW Retiree Health & Welfare Plan

- **Effective January 1, 2014 – PPACA Related Benefit Changes.** See page one for the complete SMMs.
- **Effective January 1, 2014,** the following changes are made to your SPD:
- **Collective Bargaining Changes – Giant, Safeway, and Associated.** Benefit changes for participants employed by Giant, Safeway, and Associated as a result of collective bargaining, are described on pages 2 to 3 of this newsletter.
- **Effective May 22, 2013 – Physician's Assistants, Nurse Practitioners and Certified Surgical Assistants Are Covered Practitioners.** (Applies to non-Medicare participants and eligible dependents whose medical coverage is provided through the Fund, not an HMO). The services of Physician's Assistants

(PA) and Nurse Practitioners (NP) are covered under the Plan to the extent those services would be covered under the Plan if performed by a physician. Coverage under Plans I and X will be provided under Major Medical at 80%, up to the usual, customary and reasonable ("UCR") rate. Coverage will be provided under major medical at 75%, up to the UCR, if you are in Plan XX. The annual deductible applies.

The Board also approved coverage of Certified Surgical Assistants, Physician's Assistants and Nurse Practitioners when they perform services as an assistant during surgery.

- **Effective March 2012 – The following sentence is added to the beginning of your SPD:** The Board of Trustees of the FELRA and UFCW Health and Welfare Fund adopted the following clarification to the Fund's Summary Plan Descriptions ("SPDs") for the FELRA & UFCW Active Health and Welfare Plan and the FELRA & UFCW Retiree Health and Welfare Plan.

This document functions as both the Plan Document and the Summary Plan Description for purposes of the Employee Retirement Income Security Act of 1974 (ERISA), as amended.
- **2012 – Medco and Express Scripts Merged – Benefits Remain the Same.** The Fund's prescription benefit manager, Medco, merged with Express Scripts, Inc. ("ESI"). This merger did not affect your benefits, and you should continue to use the



same ID card as usual. Over time, you will notice the ESI logo replacing the Medco logo, but be assured your benefits have not changed.

- **September 2013 – Revised Notice of Privacy Practices**

This Notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

The Plan's Commitment To Privacy

The Food Employers Labor Relations Association and United Food and Commercial Workers Health and Welfare Fund (the "Plan") is committed to protecting the privacy of your protected health information ("health information"). Health information is information that identifies you and relates to your physical or mental health, or to the provision or payment of health services for you. In accordance with applicable law, you have certain rights, as described herein, related to your health information.

This Notice is intended to inform you of the Plan's legal obligations under the federal health privacy provisions contained in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the related regulations ("federal health privacy law"):

- to maintain the privacy of your health information;
- to provide you with this Notice describing its legal duties and privacy practices with respect to your health information; and
- to abide by the terms of this Notice.

This Notice also informs you how the Plan uses and discloses your health information and explains the rights that you have with regard to your health information

maintained by the Plan. For purposes of this Notice, "you" or "your" refers to participants and dependents who are eligible for benefits under the Plan.

Information Subject To This Notice

The Plan collects and maintains certain health information about you to help provide health benefits to you, as well as to fulfill legal and regulatory requirements. The Plan obtains this health information, which identifies you, from applications and other forms that you complete, through conversations you may have with the Plan's administrative staff and health care professionals, and from reports and data provided to the Plan by health care service providers or other employee benefit plans. This is the information that is subject to the privacy practices described in this Notice. The health information the Plan has about you includes, among other things, your name, address, phone number, birth date, social security number, employment information, and medical and health claims information.

Summary Of The Plan's Privacy Practices

The Plan's Uses and Disclosures of Your Health Information

The Plan uses your health information to determine your eligibility for benefits, to process and pay your health benefits claims, and to administer its operations. The Plan discloses your health information to insurers, third party administrators, and health care providers for treatment, payment and health care operations purposes. The Plan may also disclose your health information to third parties that assist the Plan in its operations, to government and

law enforcement agencies, to your family members, and to certain other persons or entities. Under certain circumstances, the Plan will only use or disclose your health information pursuant to your written authorization. In other cases authorization is not needed. The details of the Plan's uses and disclosures of your health information are described below.

Your Rights Related to Your Health Information

The federal health privacy law provides you with certain rights related to your health information. Specifically, you have the right to:

- Inspect and/or copy your health information;
- Request that your health information be amended;
- Request an accounting of certain disclosures of your health information;
- Request certain restrictions related to the use and disclosure of your health information;
- Request to receive your health information through confidential communications;
- Request access to your health information in an electronic format;
- Receive notice of a breach of unsecured protected health information if it affects you;
- File a complaint with the Fund office or the Secretary of the Department of Health and Human Services if you believe that your that privacy rights have been violated; and
- Receive a paper copy of this Notice.

These rights and how you may exercise them are detailed below.

Changes in the Plan's Privacy Practiced

The Plan reserves its right to change its privacy practices and revise this Notice as described on the following page.

Contact Information

If you have any questions or concerns about the Plan's privacy practices, or about this Notice, or if you wish to obtain additional information about the Plan's privacy practices, please contact:

HIPAA Privacy Officer
Associated Administrators, LLC
911 Ridgebrook Road
Sparks, Maryland 21152-9451
(410) 683-6500

Detailed Notice Of The Plan's Privacy Policies

The Plan's Uses And Disclosures

Except as described in this section, as provided for by federal privacy law, or as you have otherwise authorized, the Plan uses and discloses your health information only for the administration of the Plan and the processing of your health claims.

Uses and Disclosures for Treatment, Payment, and Health Care Operations

1. For Treatment. Although the Plan does not anticipate making disclosures "for treatment," if necessary, the Plan may make such disclosures without your authorization. For example, the Plan may disclose your health information to a health care provider, such as a hospital or physician, to assist the provider in treating you.

2. For Payment. The Plan may use and disclose your health information so that claims for health care treatment, services and supplies that you receive from health care providers can be paid according to the Plan's terms. For example, the Plan may share your enrollment, eligibility, and claims information with its third party administrator, Associated Administrators, LLC ("Associated"), so that it may process your claims. The Plan may use or disclose your health information to health care providers to notify them as to whether certain medical treatment or other health benefits are covered under the Plan. Associated also may disclose your health information to other insurers or benefit plans to coordinate payment of your health care claims with others who may be responsible for certain costs. In addition, Associated may disclose your health information to claims auditors to review billing practices of health care providers, and to verify the appropriateness of claims payment.

3. For Health Care Operations. The Plan may use and disclose your health information to enable it to operate efficiently and in the best interest of its participants. For example, the Plan

may disclose your health information to actuaries and accountants for business planning purposes, or to attorneys who are providing legal services to the Plan.

Uses and Disclosures to Business Associates

The Plan shares health information about you with its "business associates," which are third parties that assist the Plan in its operations. The Plan discloses information, without your authorization, to its business associates for treatment, payment and health care operations. For example, the Plan shares your health information with Associated so that it may process your claims. The Plan may disclose your health information to auditors, actuaries, accountants, and attorneys as described above. In addition, if you are a non-English speaking participant who has questions about a claim, the Plan may disclose your health information to a translator; and Associated may provide names and address information to mailing services.

The Plan enters into agreements with its business associates to ensure that the privacy of your health information is protected. Similarly, Associated contracts with the subcontractors it uses to ensure that the privacy of your health information is protected.

Uses and Disclosures to the Plan Sponsor

The Plan may disclose your health information to the Plan Sponsor, which is the Plan's Board of Trustees, for plan administration purposes, such as performing quality assurance functions and evaluating overall funding of the Plan, without your authorization. The Plan also may disclose your health information to the Plan Sponsor for purposes of hearing and deciding your claims appeals. Before any health information is disclosed to the Plan Sponsor, the Plan Sponsor will certify to the Plan that it will protect your health information and that it has amended the Plan documents to reflect its obligation to protect the privacy of your health information.

Other Uses and Disclosures That May Be Made Without Your Authorization

As described below, the federal health privacy law provides for specific uses or disclosures that the Plan, may make without your authorization.

1. Required by Law. Your health information may be used or disclosed as required by law. For example, your health information may be disclosed for the following purposes:

- For judicial and administrative proceedings pursuant to court or administrative order, legal process and authority.
- To report information related to victims of abuse, neglect, or domestic violence.



- To assist law enforcement officials in their law enforcement duties.
- To notify the appropriate authorities of a breach of unsecured protected health information.

- 2. Health and Safety.** Your health information may be disclosed to avert a serious threat to the health or safety of you or any other person. Your health information also may be disclosed for public health activities, such as preventing or controlling disease, injury or disability, and to meet the reporting and tracking requirements of governmental agencies, such as the Food and Drug Administration.
- 3. Government Functions.** Your health information may be disclosed to the government for specialized government functions, such as intelligence, national security activities, security clearance activities and protection of public officials. Your health information also may be disclosed to health oversight agencies for audits, investigations, licensure and other oversight activities.
- 4. Active Members of the Military and Veterans.** Your health information may be used or disclosed in order to comply with laws and regulations related to military service or veterans' affairs.
- 5. Workers' Compensation.** Your health information may be used or disclosed in order to comply with laws and regulations related to Workers' Compensation benefits.
- 6. Emergency Situations.** Your health information may be used or disclosed to a family member or close personal friend involved in your care in the event of an emergency or to a disaster relief entity in the event of a disaster. If you do not want this information to be shared, you may request that these types of disclosures be restricted as outlined later in this Notice.
- 7. Others Involved In Your Care.** Under limited circumstances, your health information may be used or disclosed to a family member, close personal friend, or others who the Plan has verified are directly involved in your care (for example, if you are seriously injured and unable to discuss your case with the Plan). Also, upon request, Associated may advise a family member or close personal friend about your general condition, location (such as in the hospital) or death. If you do not want this information to be shared, you may request that these disclosures be restricted as outlined later in this Notice.
- 8. Personal Representatives.** Your health information may be disclosed to people that you have authorized to act on your behalf, or people who have a legal right to act on your behalf.

Examples of personal representatives are parents for unemancipated minors and those who have Power of Attorney for adults.

- 9. Treatment and Health-Related Benefits Information.** The Plan and its business associates, including Associated, may contact you to provide information about treatment alternatives or other health-related benefits and services that may interest you, including, for example, alternative treatment, services and medication.
- 10. Research.** Under certain circumstances, your health information may be used or disclosed for research purposes as long as the procedures required by law to protect the privacy of the research data are followed.
- 11. Organ, Eye and Tissue Donation.** If you are an organ donor, your health information may be used or disclosed to an organ donor or procurement organization to facilitate an organ or tissue donation or transplantation.
- 12. Deceased Individuals.** The health information of a deceased individual may be disclosed to coroners, medical examiners, and funeral directors so that those professionals can perform their duties.

Uses and Disclosures for Fundraising and Marketing Purposes

The Plan and its business associates, including Associated, do not use your health information for fundraising or marketing purposes.

Any Other Uses and Disclosures Require Your Express Authorization

Uses and disclosures of your health information **other than** those described above will be made only with your express written authorization. You may revoke your authorization to use or disclose your health information in writing. If you do so, the Plan will not use or disclose your health information as authorized by the revoked authorization, except to the extent that the Plan already has relied on your authorization. Once your health information has been disclosed pursuant to your authorization, the federal privacy law protections may no longer apply to the disclosed health information, and that information may be re-disclosed by the recipient without your knowledge or authorization.

Your Health Information Rights

You have the following rights regarding your health information that the Plan creates, collects and maintains. If you are required to submit a written request related to these rights, as described below, you should address such requests to:

HIPAA Privacy Officer
Associated Administrators, LLC
911 Ridgebrook Road
Sparks, Maryland 21152-9451
(410) 683-6500

Right to Inspect and Copy Health Information

You have the right to inspect and obtain a copy of your health record. Your health record includes, among other things, health information about your plan eligibility, plan coverages, claim records, and billing records. For health records that the Plan keeps in electronic form, you may request to receive the records in an electronic format.

To inspect and copy your health record, submit a written request to the HIPAA Privacy Officer. Upon receipt of your request, the Plan will send you a Claims History Report, which is a summary of your claims history that covers the previous two years. If you have been eligible for benefits for less than two years, then the Claims History Report will cover the entire period of your coverage.

If you do not agree to receive a Claims History Report, and instead want to inspect and/or obtain a copy of some or all of your underlying claims record, which includes information such as your actual claims and your eligibility/enrollment card and is not limited to a two year period, state that in your written request, and that request will be accommodated. If you request a paper copy of your underlying health record or a portion of your health record, the Plan will charge you a fee of \$.25 per page for the cost of copying and mailing the response to your request. Records provided in electronic format also may be subject to a small charge.

In certain limited circumstances, the Plan may deny your request to inspect and copy your health record. If the Plan does so, it will inform you in writing. In certain instances, if you are denied access to your health record, you may request a review of the denial.

Right to Request That Your Health Information Be Amended

You have the right to request that your health information be amended if you believe the information is incorrect or incomplete.

To request an amendment, submit a detailed written request to the HIPAA Privacy Officer. This request must provide the reason(s) that support your request. The Plan may deny your request if it is not in writing, it does not provide a reason in support of the request, or if you have asked to amend information that:

- Was not created by or for the Plan, unless you provide the Fund with information that the person or entity that created the information is no longer available to make the amendment;
- Is not part of the health information maintained by or for the Plan;
- Is not part of the health record information that you would be permitted to inspect and copy; or
- Is accurate and complete.

The Plan will notify you in writing as to whether it accepts or denies your request for an amendment to your health information. If the Plan denies your request, it will explain how you can continue to pursue the denied amendment.

Right to an Accounting of Disclosures

You have the right to receive a written accounting of disclosures. The accounting is a list of disclosures of your health information by the Plan, including disclosures by Associated to others. The accounting covers up to six years prior to the date of your request, except, in accordance with applicable law, the accounting will not include disclosures made before April 14, 2003. If you want an accounting that covers a time period of less than six years, please state that in your written request for an accounting.

To request an accounting of disclosures, submit a written request to the HIPAA Privacy Officer. In response to your request for an accounting of disclosures, the Plan may provide you with a list of business associates who make such disclosures on behalf of the Plan, along with contact information so that you may request the accounting directly from each business associate. The first accounting that you request within a twelve-month period will be free. For additional accountings in a twelve-month period, you will be charged for the cost of providing the accounting, but Associated will notify you of the cost involved before processing the accounting so that you can decide whether to withdraw your request before any costs are incurred.

Right to Request Restrictions

You have the right to request restrictions on your health care information that the Plan uses or discloses about you to carry out treatment, payment or health care operations. You also have the right to request restrictions on your health information that Associated discloses to someone who is involved in your care or the payment for your care, such as a family member or friend. The Plan is generally not required to agree to your request for such restrictions, and the Plan may terminate its agreement to the restrictions you requested. The Plan is required to agree to your



request for restrictions in the case of a disclosure for payment purposes where you have paid the health care provider in full, out of pocket.

To request restrictions, submit a written request to the HIPAA Privacy Officer that explains what information you seek to limit, and how and/or to whom you would like the limit(s) to apply. The Plan will notify you in writing as to whether it agrees to your request for restrictions, and when it terminates agreement to any restriction.



Right to Request Confidential Communications, or Communications by Alternative Means or at an Alternative Location

You have the right to request that your health information be communicated to you in confidence by alternative means or in an alternative location. For example, you can ask that you be contacted only at work or by mail, or that you be provided with access to your health information at a specific location.

To request communications by alternative means or at an alternative location, submit a written request to the HIPAA Privacy Officer. Your written request should state the reason for your request, and the alternative means by or location at which you would like to receive your health information. If appropriate, your request should state that the disclosure of all or part of the information by non-confidential communications could endanger you. Reasonable requests will be accommodated to the extent possible and you will be notified appropriately.

Right to Complain

You have the right to complain to the Plan and to the Department of Health and Human Services if you believe your privacy rights have been violated. To file a complaint with the Plan, submit a written complaint to the HIPAA Privacy Officer listed above.

You will not be retaliated or discriminated against and no services, payment, or privileges will be withheld from you because you file a complaint with the Plan or with the Department of Health and Human Services.

Right to a Paper Copy of This Notice

You have the right to a paper copy of this Notice. To make such a request, submit a written request to the HIPAA Privacy Officer listed above. You may also obtain a copy of this Notice at Associated's website, www.Associated-Admin.com.

Right to Receive Notice of a Breach of Your Protected Health Information

You will be notified if your protected health information has been breached. You will be notified by first class mail within 60 days of the event. A breach

occurs when there has been an unauthorized use or disclosure under HIPAA that compromises the privacy or security of protected health information. The notice will provide you with the following information:

1. a brief description of what happened, including the date of the breach and the date of the discovery of the breach;
2. the steps you should take to protect yourself from potential harm resulting from the breach; and
3. a brief description of what steps are being taken to investigate the breach, mitigate losses, and to protect against further breaches.

Please note that not every unauthorized disclosure of health information is a breach that requires notification; you may not be notified if the health information that was disclosed was adequately secured—for example, computer data that is encrypted and inaccessible without a password—or if it is determined that there is a low probability that your health information has been compromised.

Changes In The Plan's Privacy Policies

The Plan's Uses And Disclosures

The Plan reserves the right to change its privacy practices and make the new practices effective for all protected health information that it maintains, including protected health information that it created or received prior to the effective date of the change and protected health information it may receive in the future. If the Plan materially changes any of its privacy practices, it will revise its Notice and provide you with the revised Notice, either by U.S. Mail or e-mail, within sixty days of the revision. In addition, copies of the revised Notice will be made available to you upon your written request and will be posted for review near the front lobby of Associated's offices in Sparks, Maryland and Landover, Maryland. Any revised notice will also be available at Associated's website, www.Associated-Admin.com.

Effective Date

This Notice was first effective on April 14, 2003, and was revised, effective September 23, 2013, to reflect the provisions of the Health Information Technology for Economic and Clinical Health (HITECH) Act. This Notice will remain in effect unless and until the Plan publishes a revised Notice.

Mid-Atlantic UFCW & Participating Employers Pension Fund

- **Effective May 22, 2013 – Three Year Statute of Limitations To File Suit Against Fund.** (See SMM mentioned on pg. 4).

FELRA & UFCW Pension Fund

- **Effective May 22, 2013 – Three Year Statute of Limitations To File Suit Against Fund.** (See SMM mentioned on pg. 4).

UFCW & FELRA Severance Plan

- **Effective May 22, 2013 – Three Year Statute of Limitations To File Suit Against Fund.** (See SMM mentioned on pg. 4).
- **Effective November 12, 2012 – The following language is added to the end of the “Form of Payment” section of your Severance Summary Plan Description booklet:**

If the FELRA and UFCW Health and Welfare Fund (“Health Fund”), of which the Severance Fund is a program of benefits, makes an overpayment of benefits to you or your dependents or Beneficiaries for any reason, the Health Fund is entitled to recover such overpaid benefits from you and/or your dependents and Beneficiaries. You and/or your dependents and Beneficiaries also will be required to pay interest on the overpaid benefits at the rate determined by the Trustees.

The Health Fund may recover the overpayment by offsetting any welfare or severance benefits otherwise payable to you or your dependents and Beneficiaries by the Fund until the entire overpayment has been recovered. In addition to its right to offset, the Health Fund also may recover overpaid benefits by pursuing

legal action against you and/or your dependents and Beneficiaries. If the Health Fund must pursue legal action against you and/or your dependents and Beneficiaries, you will be responsible to the Health Fund for all costs and expenses, including attorneys’ fees and costs, incurred by the Health Fund in connection with such legal action.

The Health Fund has a constructive trust, lien and/or an equitable lien by agreement on any overpayment, including amounts held by a third party, such as an attorney. Any such amount will be held in trust by you and your dependents and Beneficiaries or the third party, for the benefit of the Health Fund, until paid to the Health Fund. By accepting benefits from the Health Fund, you and your dependents and Beneficiaries agree that a constructive trust, lien and/or equitable lien by agreement exists in favor of the Health Fund with regard to the overpayment. As a condition of accepting benefits from the Health Fund, you and your dependents and Beneficiaries also agree to waive any applicable statute of limitations defense available regarding the enforcement of any of the Health Fund’s rights to recover any overpayments.

UFCW & FELRA Legal Benefits Plan

- **Effective May 22, 2013 – Three Year Statute of Limitations To File Suit Against Fund.** (See SMM mentioned on pg. 4).

UFCW & FELRA Scholarship Plan

- **Effective May 22, 2013 – Three Year Statute of Limitations To File Suit Against Fund.** (See SMM mentioned on pg. 4).

Retirees In Kaiser Medicare: You Must Use A Kaiser Permanente Provider

As you know, all Medicare-eligible retirees and Medicare-eligible dependents must enroll in a Medicare HMO. Kaiser Permanente is the HMO offered by the Fund to those within the geographic area covered by Kaiser. If you live within the Kaiser service area and do not enroll in Kaiser, you will not be eligible for benefits through the Fund.

Those enrolled in Kaiser Permanente **must** use a participating doctor or facility in the Kaiser network in order to receive benefits through the Fund.



Retiree Information Forms Being Mailed. You Must Complete And Return.

The Fund office will send all retirees a Retiree Information Form (RIF) within the next few months to be completed and returned to the Fund office. The form is required by the Board of Trustees and asks questions about your current address, your beneficiary, whether you and/or your spouse have other health coverage, and whether you are employed.

Even if you completed this form last year, you still must complete and return this year's RIF. It is **very important** that the retiree complete all sections of this form and **promptly** send it back to the Fund office. If we don't receive your RIF, your benefits may be suspended until it is received. To assist you, the Fund office will include a postage-paid return envelope with the mailing.

Helpful Reminders

- Do not attach checks or claims to the RIF.
- Report any earnings from all employers.
- Let us know if you or your spouse has other health coverage.
- Be sure to sign the RIF.



No one but the Retiree can sign the RIF, unless an individual holds a Power of Attorney for the Retiree. A copy of any such Power of Attorney must be on file with the Fund office. If, for health reasons, the Retiree is unable to sign the form and there is no Power of Attorney on file, then the Retiree must sign an "X" on the RIF and have it notarized by a Notary Public.

Trustees Approve 2014 Medicare Deductibles, Co-Payments

The following applies to Medicare-eligible participants and dependents whose medical coverage is provided through the Fund, not through a Medicare HMO.

The Board of Trustees is pleased to announce that the Medicare Supplemental benefit has been increased to cover the 2014 Medicare co-payment and deductible amounts.

New Co-Pays and Deductibles for 2014

Medicare Part A pays for inpatient hospital, skilled nursing facility, and some home health care. The Part A hospital inpatient deductible for 2014 is \$1,216 for each benefit period.

For each benefit period, the Fund's Medicare Supplemental benefit will cover:

- A total of \$1,216 for a hospital stay of 1-60 days.
- \$304 per day for days 61-90 of a hospital stay.
- \$608 per day for days 91-150 of a hospital stay.

For Skilled Nursing Facility Coinsurance, the Fund's Medicare Supplemental benefit will cover:

- \$152 per day for days 21 through 100 of each benefit period.

Medicare Part B covers physician services, outpatient hospital services, certain home health services, and durable medical equipment. The Part B deductible is \$147 per year.



New Claims Address for Value Options

Value Options, has a new address for behavioral health claims. Claims that were processed in Latham, New York should now be sent to:

Value Options Claims Department
PO Box 930321
Wixom, MI 48393-0321

Please share this information with your provider the next time you have an appointment.

