

APPENDIX I*

Benefit Program – Affiliate Organizations

| If you are employed by: | Available plans: |
|--|--|
| California Association for Research and Astronomy (CARA) | <ul style="list-style-type: none"> • Travel Accident Insurance Plan |
| Caltech Children’s Center (CCC) | <ul style="list-style-type: none"> • Medical Plans • Dental Plans • Personal Accident Insurance Plan |
| Child Educational Center - JPL (CEC) | <ul style="list-style-type: none"> • Medical Plans • Dental Plans • Personal Accident Insurance Plan |
| Caltech Federal Employees Credit Union | <ul style="list-style-type: none"> • Medical Plans • Dental Plans • Group Life Insurance Plans • Group Long Term Disability Plan • Personal Accident Insurance Plan |
| Caltech Y | <ul style="list-style-type: none"> • Medical Plans • Dental Plans • Group Life Insurance Plans • Group Long Term Disability Plan • Personal Accident Insurance Plan |
| CELT Development Corporation | <ul style="list-style-type: none"> • Medical Plans • Dental Plans • Group Life Insurance Plans • Group Long Term Disability Plan • Personal Accident Insurance Plan • Business Travel Accident Insurance |
| Huntington Library | <ul style="list-style-type: none"> • Medical Plans |

Check with your employer regarding cost-sharing and plan enrollment.

Please refer to your organizations benefits summary plan documents for plan and coverage information.

*As referenced on page 2.4.

APPENDIX II*

Medical Plan:

Pre-April 1, 1991 Retiree Transition Eligibility Rules

When you retire, you will qualify for the pre-April 1, 1991 medical plan retiree cost-sharing rules providing you were “Actively At Work” and had a minimum of ten years of continuous service immediately prior to April 1, 1991, **and** you met at least one of the following criteria as of April 1, 1991:

- You had attained age 55.
- Your age plus your years of service was greater than or equal to 72.
- Your years of service plus three times your age was greater than or equal to 175.

If you have any questions about these transition rules, please contact the Campus or JPL Benefits Office.

**As referenced on page 2.18.*

APPENDIX III*

California Institute of Technology
Important Notice of Your Right
to Documentation of Health Coverage

Federal law may affect your health coverage if you are enrolled or become eligible to enroll in health coverage that excludes coverage for pre-existing medical conditions.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) limits the circumstances under which coverage may be excluded for medical conditions present before you enroll. Under the law, pre-existing condition exclusion generally may not be imposed for more than 12 months (18 months for a late enrollee). The 12-month (or 18-month) exclusion period is reduced by your prior health coverage. You are entitled to a “certificate of creditable coverage” that will show evidence of your prior health coverage.

You, your Spouse, your Registered Domestic Partner, your Same-Sex Domestic Partner and/or Dependent child(ren) who lose group health coverage must receive certification of your coverage under the program. You may need this certification in the event you later become covered by a new plan under a different employer, or under an individual policy.

You, your Spouse, your Registered Domestic Partner, your Same-Sex Domestic Partner and/or Dependent child(ren) will receive a coverage certificate when your coverage terminates, again when COBRA coverage terminates (if applicable and if you elected COBRA), and again upon your request (if the request is made within 24 months following either termination of coverage).

You should keep a copy of the coverage certificate(s) you receive, as you may need to prove you had prior coverage when you join a new health plan. For example, if you obtain new employment and your new employer’s plan has a pre-existing condition limitation (which delays coverage for conditions treated before you were eligible for the new plan), the employer may be required to reduce the duration of the limitation by one day for each day you had prior coverage (subject to certain requirements).

If you are purchasing individual coverage, you may need to present the coverage certificate to your insurer at that time as well. A certificate of prior coverage may help you obtain coverage without a pre-existing condition exclusion. Contact your state insurance department for further information.

Check with your new plan administrator to see if your new plan excludes coverage for pre-existing conditions and if you need to provide a certificate or other documentation of your previous coverage.

To get a certificate, complete the attached form and return it to:

California Institute of Technology
1200 E. California Boulevard, 161-84
Pasadena, CA 91125
626-395-6443

The certificate must be provided to you promptly. Keep a copy of this completed form. You may also request certificates for any of your Dependents (including your Spouse, Registered Domestic Partner and Same-Sex Domestic Partner) who are enrolled under your health coverage.

**As referenced on page 8.1.*

REQUEST FOR CERTIFICATE OF HEALTH COVERAGE

REQUEST FOR CERTIFICATE OF HEALTH COVERAGE

Name of Participant: _____ SSN: _____

Address: _____

Telephone Number: _____ Date: _____

Name and relationship of any Dependents for whom certificates are requested (and their address if different from above): _____

Appendices

APPENDIX IV

Notice of Creditable Prescription Drug Coverage

If you or your family members aren't currently covered by Medicare and won't become covered by Medicare in the next 12 months, this notice doesn't apply to you.

Please read this notice carefully. It has information about prescription drug coverage with Caltech and prescription drug coverage available for people with Medicare. It also tells you where to find more information to help you make decisions about your prescription drug coverage.

You may have heard about Medicare's prescription drug coverage (called Part D), and wondered how it would affect you. Prescription drug coverage is available to everyone with Medicare through Medicare prescription drug plans. All Medicare prescription drug plans provide at least a standard level of coverage set by Medicare. Some plans also offer more coverage for a higher monthly premium.

Individuals can enroll in a Medicare prescription drug plan when they first become eligible, and each year from October 15 through December 7. Individuals leaving Caltech coverage may be eligible for a Medicare Special Enrollment Period.

If you are covered by a Caltech prescription drug plan, you'll be interested to know that coverage is, on average, at least as good as standard Medicare prescription drug coverage for 2012. This is called creditable coverage. Coverage under a Caltech plan will help you avoid a late Part D enrollment penalty if you are or become eligible for Medicare and later decide to enroll in a Medicare prescription drug plan.

If you decide to enroll in a Medicare prescription drug plan and you are an active employee or family member of an active employee, you may also continue your Caltech coverage. In this case, the Caltech plan will continue to pay primary or secondary as it had before you enrolled in a Medicare prescription drug plan. If you waive or drop Caltech coverage, Medicare will be your only payer. You can re-enroll in the Caltech plan at annual enrollment or if you have a special enrollment event.

You should know that if you waive or leave coverage with Caltech and you go 63 days or longer without creditable prescription drug coverage (once your applicable Medicare enrollment period ends), your monthly Part D premium will go up at least 1% per month for every month that you did not have creditable coverage. For example, if you go 19 months without coverage, your Medicare prescription drug plan premium will always be at least 19% higher than what most other people pay. You'll have to pay this higher premium as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following November to enroll in Part D.

You may receive this notice at other times in the future – such as before the next period you can enroll in Medicare prescription drug coverage, if the Caltech coverage changes, or upon your request.

For more information about your options under Medicare prescription drug coverage

More detailed information about Medicare plans that offer prescription drug coverage is in the Medicare & You handbook. Medicare participants will get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare prescription drug plans. Here's how to get more information about Medicare prescription drug plans:

NOTICE OF CREDITABLE PRESCRIPTION DRUG COVERAGE

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- Visit www.medicare.gov for personalized help.
- Call your State Health Insurance Assistance Program (see a copy of the Medicare & You handbook for the telephone number).
- Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

For people with limited income and resources, extra help paying for a Medicare prescription drug plan is available. Information about this extra help is available from the Social Security Administration (SSA). For more information about this extra help, visit SSA online at www.socialsecurity.gov or call 1-800-772-1213 (TTY 1-800-325-0778).

Remember: Keep this notice. If you enroll in a Medicare prescription drug plan after your applicable Medicare enrollment period ends, you may need to provide a copy of this notice when you join a Part D plan to show that you are not required to pay a higher Part D premium amount.

For more information about this notice or your prescription drug coverage, please contact:

| Campus | JPL |
|--|--|
| Human Resources Monday – Friday 7:30 a.m. – 5:00 p.m. 399 South Holliston (626) 395-6443 hrbenefits@caltech.edu | JPL Benefits Office Monday – Friday 7:30 a.m. – 4:30 p.m. T1720-B (818) 354-3760 benefits@jpl.nasa.gov |

APPENDIX V

California Institute of Technology
Information Regarding Plan Grandfathered Status

Please reference the below table that outlines the grandfathered status of the medical plan you are enrolled in:

| Medical Plan | Grandfathered/Non Grandfathered |
|---|---------------------------------|
| Anthem Blue Cross HMO | Non Grandfathered |
| Anthem Blue Cross PPO | Non Grandfathered |
| Anthem Blue Cross Health Savings Plan | Non Grandfathered |
| Anthem Blue Cross HMO (Huntington Library Only) | Non Grandfathered |
| Anthem Blue Cross PPO (Huntington Library Only) | Non Grandfathered |
| Group Health Cooperative | Non Grandfathered |
| Kaiser Permanente | Non Grandfathered |
| Kaiser Permanente Mid Atlantic | Grandfathered |

As applicable in the table above, Caltech believes that the Kaiser Mid Atlantic plan is considered a “grandfathered health plan” under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to either Campus or JPL.

You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or at www.dol.gov/ebsa/healthreform. This web site has a table summarizing which protections do and do not apply to grandfathered health plans.

If you are a subscriber in a Non Grandfathered Health Plan, there is additional information regarding your right to external appeals that can be found in the applicable EOC. Please contact Campus or JPL for more information.

APPENDIX VI: Employee Privacy Notice

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

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) imposes numerous requirements on the use and disclosure of individual health information by employer health plans. This information, known as protected health information, includes almost all individually identifiable health information held by a plan – whether received in writing, in an electronic medium, or as an oral communication. This notice describes the privacy practices of the Institute’s Employee Assistance Program (EAP). The plan covered by this notice may share health information to carry out treatment, payment, or health care operations.

The Plan’s duties with respect to health information about you

The Plan is required by law to maintain the privacy of your health information and to provide you with this notice of the Plan’s legal duties and privacy practices with respect to your health information. If you participate in an insured plan option, you will receive a notice directly from the Insurer. It’s important to note that these rules apply to the Plan, not the Institute as an employer – that’s the way the HIPAA rules work. Different policies may apply to other Institute programs or to data unrelated to the Plan.

HOW THE PLAN MAY USE OR DISCLOSE YOUR HEALTH INFORMATION

The privacy rules generally allow the use and disclosure of your health information without your permission (known as an authorization) for purposes of health care treatment, payment activities, and health care operations. Here are some examples of what that might entail:

- **Treatment** includes providing, coordinating, or managing health care by one or more health care providers or doctors. Treatment can also include coordination or management of care between a provider and a third party, and consultation and referrals between providers.
- **Payment** includes activities by this Plan, other plans, or providers to obtain premiums, make coverage determinations, and provide reimbursement for health care. This can include eligibility determinations, reviewing services for medical necessity or appropriateness, utilization management activities, claims management, and billing; as well as “behind the scenes” plan functions such as risk adjustment, collection, or reinsurance.

- **Health care operations** include activities by this Plan (and in limited circumstances other plans or providers) such as wellness and risk assessment programs, quality assessment and improvement activities, customer service, and internal grievance resolution. Health care operations also include vendor evaluations, credentialing, training, accreditation activities, underwriting, premium rating, arranging for medical review and audit activities, and business planning and development.

The amount of health information used, disclosed or requested will be limited and, when needed, restricted to the minimum necessary to accomplish the intended purposes, as defined under the HIPAA rules. If the Plan uses or discloses PHI for underwriting purposes, the Plan will not use or disclose PHI that is your genetic information for such purposes. The Plan may contact you to provide appointment reminders or information about treatment alternatives or other health-related benefits and services that may be of interest to you, as permitted by law.

HOW THE PLAN MAY SHARE YOUR HEALTH INFORMATION WITH THE INSTITUTE

The Plan may disclose your health information without your written authorization to the Institute for plan administration purposes. The Institute may need your health information to administer benefits under the Plan. The Institute agrees not to use or disclose your health information other than as permitted or required by the Plan documents and by law. HR Campus and JPL Benefits Office employees are the only Institute employees who will have access to your health information for plan administration functions.

The Plan may disclose "summary health information" to the Institute if requested, for purposes of obtaining premium bids to provide coverage under the Plan, or for modifying, amending, or terminating the Plan. Summary health information is information that summarizes participants' claims information, from which names and other identifying information have been removed.

In addition, you should know that the Institute cannot and will not use health information obtained from the Plan for any employment-related actions. However, health information collected by the Institute from other sources, for example under the Family and Medical Leave Act, Americans with Disabilities Act, or workers' compensation is *not* protected under HIPAA (although this type of information may be protected under other federal or state laws).

OTHER ALLOWABLE USES OR DISCLOSURES OF YOUR HEALTH INFORMATION

In certain cases, your health information can be disclosed without authorization to a family member, close friend, or other person you identify who is involved in your care or payment for your care. Information about your location, general condition, or death may be provided to a similar person (or to a public or private entity authorized to assist in disaster relief efforts). You'll generally be given the chance to agree or object to these disclosures

EMPLOYEE PRIVACY NOTICE

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(although exceptions may be made – for example, if you’re not present or if you’re incapacitated). In addition, your health information may be disclosed without authorization to your legal representative.

The Plan also is allowed to use or disclose your health information without your written authorization for the following activities:

| | |
|--|---|
| Workers’ compensation | Disclosures to workers’ compensation or similar legal programs that provide benefits for work-related injuries or illness without regard to fault, as authorized by and necessary to comply with the laws |
| Necessary to prevent serious threat to health or safety | Disclosures made in the good-faith belief that releasing your health information is necessary to prevent or lessen a serious and imminent threat to public or personal health or safety, if made to someone reasonably able to prevent or lessen the threat (or to the target of the threat); includes disclosures to help law enforcement officials identify or apprehend an individual who has admitted participation in a violent crime that the Plan reasonably believes may have caused serious physical harm to a victim, or where it appears the individual has escaped from prison or from lawful custody |
| Public health activities | Disclosures authorized by law to persons who may be at risk of contracting or spreading a disease or condition; disclosures to public health authorities to prevent or control disease or report child abuse or neglect; and disclosures to the Food and Drug Administration to collect or report adverse events or product defects |
| Victims of abuse, neglect, or domestic violence | Disclosures to government authorities, including social services or protected services agencies authorized by law to receive reports of abuse, neglect, or domestic violence, as required by law or if you agree or the Plan believes that disclosure is necessary to prevent serious harm to you or potential victims (you’ll be notified of the Plan’s disclosure if informing you won’t put you at further risk) |
| Judicial and administrative proceedings | Disclosures in response to a court or administrative order, subpoena, discovery request, or other lawful process (the Plan may be required to notify you of the request or receive satisfactory assurance from the party seeking your health information that efforts were made to notify you or to obtain a qualified protective order concerning the information) |
| Law enforcement purposes | Disclosures to law enforcement officials required by law or legal process, or to identify a suspect, fugitive, witness, or missing person; disclosures about a crime victim if you agree or if disclosure is necessary for immediate law enforcement activity; disclosure about a death that may have resulted from criminal conduct; and disclosure to provide evidence of criminal conduct on the Plan’s premises |
| Decedents | Disclosures to a coroner or medical examiner to identify the deceased or determine cause of death; and to funeral directors to carry out their duties |
| Organ, eye, or tissue donation | Disclosures to organ procurement organizations or other entities to facilitate organ, eye, or tissue donation and transplantation after death |
| Research purposes | Disclosures subject to approval by institutional or private privacy review boards, subject to certain assurances and representations by researchers about the necessity of using your health information and the treatment of the information during a research project |
| Health oversight activities | Disclosures to health agencies for activities authorized by law (audits, inspections, investigations, or licensing actions) for oversight of the health |

| | |
|---|--|
| | care system, government benefits programs for which health information is relevant to beneficiary eligibility, and compliance with regulatory programs or civil rights laws |
| Specialized government functions | Disclosures about individuals who are Armed Forces personnel or foreign military personnel under appropriate military command; disclosures to authorized federal officials for national security or intelligence activities; and disclosures to correctional facilities or custodial law enforcement officials about inmates |
| HHS investigations | Disclosures of your health information to the Department of Health and Human Services to investigate or determine the Plan's compliance with the HIPAA privacy rule |

Except as described in this notice, other uses and disclosures will be made only with your written authorization. You may revoke your authorization as allowed under the HIPAA rules. However, you can't revoke your authorization with respect to disclosures the Plan has already made. You will be notified of any unauthorized access, use or disclosure of your unsecured health information as required by law.

YOUR INDIVIDUAL RIGHTS

You have the following rights with respect to your health information the Plan maintains. These rights are subject to certain limitations, as discussed below. This section of the notice describes how you may exercise each individual right. See the table at the end of this notice for information on how to submit requests.

Right to request restrictions on certain uses and disclosures of your health information and the Plan's right to refuse

You have the right to ask the Plan to restrict the use and disclosure of your health information for treatment, payment, or health care operations, except for uses or disclosures required by law. You have the right to ask the Plan to restrict the use and disclosure of your health information to family members, close friends, or other persons you identify as being involved in your care or payment for your care. You also have the right to ask the Plan to restrict use and disclosure of health information to notify those persons of your location, general condition, or death – or to coordinate those efforts with entities assisting in disaster relief efforts. If you want to exercise this right, your request to the Plan must be in writing. The Plan is not required to agree to a requested restriction. If the Plan does agree, a restriction may later be terminated by your written request, by agreement between you and the Plan (including an oral agreement), or unilaterally by the Plan for health information created or received after you're notified that the Plan has removed the restrictions. The Plan may also disclose health information about you if you need emergency treatment, even if the Plan has agreed to a restriction.

Effective February 17, 2010, an entity covered by these HIPAA rules (such as your health care provider) or its business associate must comply with your request that health information regarding a specific health care item or service not be disclosed to the Plan for purposes of payment or health care operations if you have paid for the item or service, in full out of pocket.

Right to receive confidential communications of your health information

If you think that disclosure of your health information by the usual means could endanger you in some way, the Plan will accommodate reasonable requests to receive communications of health information from the Plan by alternative means or at alternative locations.

If you want to exercise this right, your request to the Plan must be in writing and you must include a statement that disclosure of all or part of the information could endanger you.

Right to inspect and copy your health information

With certain exceptions, you have the right to inspect or obtain a copy of your health information in a “designated record set.” This may include medical and billing records maintained for a health care provider; enrollment, payment, claims adjudication, and case or medical management record systems maintained by a plan; or a group of records the Plan uses to make decisions about individuals. However, you do not have a right to inspect or obtain copies of psychotherapy notes or information compiled for civil, criminal, or administrative proceedings. The Plan may deny your right to access, although in certain circumstances you may request a review of the denial.

If you want to exercise this right, your request to the Plan must be in writing. Within 30 days of receipt of your request (60 days if the health information is not accessible onsite), the Plan will provide you with:

- the access or copies you requested;
- a written denial that explains why your request was denied and any rights you may have to have the denial reviewed or file a complaint; or
- a written statement that the time period for reviewing your request will be extended for no more than 30 more days, along with the reasons for the delay and the date by which the Plan expects to address your request.

The Plan may provide you with a summary or explanation of the information instead of access to or copies of your health information, if you agree in advance and pay any applicable fees. The Plan also may charge reasonable fees for copies or postage. If the Plan doesn't maintain the health information but knows where it is maintained, you will be informed of where to direct your request.

Effective February 17, 2010, you may request an electronic copy of your health information if it is maintained in an electronic health record. You may also request that such electronic health information be sent to another entity or person, so long as that request is clear, conspicuous and specific. Any charge that is assessed to you for these copies, if any, must be reasonable and based on the Plan's cost.

Right to amend your health information that is inaccurate or incomplete

With certain exceptions, you have a right to request that the Plan amend your health information in a designated record set. The Plan may deny your request for a number of reasons. For example, your request may be denied if the health information is accurate and complete, was not created by the Plan (unless the person or entity that created the information is no longer available), is not part of the designated record set, or is not available for inspection (e.g., psychotherapy notes or information compiled for civil, criminal, or administrative proceedings).

If you want to exercise this right, your request to the Plan must be in writing, and you must include a statement to support the requested amendment. Within 60 days of receipt of your request, the Plan will:

- make the amendment as requested;
- provide a written denial that explains why your request was denied and any rights you may have to disagree or file a complaint; or
- provide a written statement that the time period for reviewing your request will be extended for no more than 30 more days, along with the reasons for the delay and the date by which the Plan expects to address your request.

Right to receive an accounting of disclosures of your health information

You have the right to a list of certain disclosures of your health information the Plan has made. This is often referred to as an “accounting of disclosures.” You generally may receive this accounting if the disclosure is required by law, in connection with public health activities, or in similar situations listed in the table earlier in this notice, unless otherwise indicated below.

You may receive information on disclosures of your health information for up to six years before the date of your request. You do not have a right to receive an accounting of any disclosures made:

- for treatment, payment, or health care operations;
- to you about your own health information;
- incidental to other permitted or required disclosures;
- where authorization was provided;
- to family members or friends involved in your care (where disclosure is permitted without authorization);

- for national security or intelligence purposes or to correctional institutions or law enforcement officials in certain circumstances; or
- as part of a “limited data set” (health information that excludes certain identifying information).

In addition, 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 must be in writing. Within 60 days of the request, the Plan will provide you with the list of disclosures or a written statement that the time period for providing this list will be extended for no more than 30 more days, along with the reasons for the delay and the date by which the Plan expects to address your request. You may make one request in any 12-month period at no cost to you, but the Plan may charge a fee for subsequent requests. You'll be notified of the fee in advance and have the opportunity to change or revoke your request.

Right to obtain a paper copy of this notice from the Plan upon request

You have the right to obtain a paper copy of this privacy notice upon request. Even individuals who agreed to receive this notice electronically may request a paper copy at any time.

CHANGES TO THE INFORMATION IN THIS NOTICE

The Plan must abide by the terms of the privacy notice currently in effect. This notice takes effect on January 1, 2010. However, the Plan reserves the right to change the terms of its privacy policies, as described in this notice, at any time and to make new provisions effective for all health information that the Plan maintains. This includes health information that was previously created or received, not just health information created or received after the policy is changed. If changes are made to the Plan's privacy policies described in this notice, you will be provided with a revised privacy notice under the Institute's normal distribution process.

Complaints

If you believe your privacy rights have been violated or your Plan has not followed its legal obligations under HIPAA, you may complain to the Plan and to the Secretary of Health and Human Services. You won't be retaliated against for filing a complaint. To file a complaint contact the Campus or JPL Benefits Office

Contact

For more information on the Plan's privacy policies or your rights under HIPAA, contact the Campus of JPL Benefits Office.

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