The Sutter Health Retiree Health Care Account Plan

# Summary Plan Description





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## INTRODUCTION

Having the financial security to maintain an active lifestyle once you are no longer working requires careful planning throughout your working career. Since Americans are enjoying longer, healthier, and more active lives, planning for retirement, and especially for health care, is more important than ever.

Sutter Health recognizes the importance of planning for future financial security and has implemented a comprehensive retirement program. As part of this program, Sutter Health offered this Retiree Health Care Account Plan effective April 1, 2002. The Plan was most recently amended on July 1, 2022.

Your Employer has chosen to participate in this program by adopting the *Sutter Health Retiree Health Care Account Plan.* Your Employer sees it as a way of rewarding your service and hopes that it will provide you and your family additional financial security during your retirement years. Your Employer pays the entire cost of this Plan. The effective date of this Plan for sponsoring Sutter Health affiliates is the date specified in their *Adoption Agreement for Participating Employers*, and may be different than the initial effective date of the Plan.

We have tried to explain the features of your Plan in this Summary Plan Description (SPD) in plain English, but you may still come across some words and phrases that have special meaning in the Plan. To help you understand them, we have included a Glossary of some of the words and phrases that are used in the Plan. If you have any questions that are not answered here, contact the Sutter Health Pension Service Center at 1-833-407-2687.

**Note:** This summary describes the major provisions of the Sutter Health Retiree Health Care Account Plan that are in effect as of July 1, 2022. If any conflict arises between this text and the provisions of the Plan, the terms of the actual Plan document will govern.

The administration of the Plan is the responsibility of the Plan Administrator. The Plan Administrator has the authority to interpret Plan provisions and to exercise discretion where necessary or appropriate.

## YOUR PLAN AT A GLANCE

Name of Plan	Sutter Health Retiree Health Care Account Plan	
Effective Date	The effective date of the Sutter Health Retiree Health Care Account Plan is April 1, 2002; the plan is effective for a sponsoring Sutter Health affiliate on the date specified in the affiliate's <i>Adoption Agreement for</i> <i>Participating Employers;</i> it was most recently amended on July 1, 2022	
Type of Plan	Welfare Benefit Plan	
Plan Design	Retiree health premium reimbursement arrangement	
Eligibility	10 Years of Service (in which you work at least 1,000 hours/year) with 5 Years of Continuous Service in an eligible position with a Participating Employer immediately prior to or after meeting the minimum age requirement; some affiliates require 15 Years of Service; minimum age and service requirements are specified in each employer's Adoption Agreement	
Participation Date	1 <sup>st</sup> of month coincident with or following date of termination (or retirement) from the Sutter Health system	
Year of Service	Calendar year in which you work (or are paid for) at least 1,000 Hours of Service	
Amount of Benefit	\$1,000 per Year of Credited Service; benefit maximums are specified in each Participating Employer's Adoption Agreement	
Retirement Age	The minimum age at which you can begin receiving benefits; the minimum age is specified in each Participating Employer's Adoption Agreement, but is no earlier than age 55	

## GLOSSARY

The following terms have special meaning, so we have defined them in the section below.

**Account**. Account refers to the *hypothetical* account that is set up for an eligible employee when he or she retires and becomes eligible to participate in the Plan.

**Account Credit.** When we refer to an Account Credit, we mean the amount credited to your Retiree Health Care Account at the end of a Plan Year. You receive a Year of Credited Service, and a \$1,000 Account Credit, for each calendar year in which you work, or are paid for, at least 1,000 hours for a Participating Employer, up to a career maximum based on years of service and age at retirement. Each Participating Employer specifies the career maximum for their employees in its *Adoption Agreement for Participating Employers*. Service with a non-Participating Employer may be counted under certain circumstances (see *Year of Credited Service*, below).

**Benefit Eligible Position.** A job class for which the employer has made available group health benefits (e.g., medical, prescription drug, dental, and vision).

**Break in Service.** A Break in Service occurs in any calendar year in which you earn less than 501 Hours of Service. A Break in Service will not occur, however, once you have met all age and service requirements, regardless of the number of hours you work in a calendar year.

**Dependent Child.** A Dependent Child means a Participant's child, stepchild or adopted child who is under age 26. It also includes a child for whom the Participant is the legal guardian or required to provide health insurance under a *qualified medical child support order* (QMCSO).

**Eligible Dependent.** The Participant's Spouse and each of the Participant's children who is a Dependent Child.

**Eligible Position.** When we refer to an Eligible Position we mean an eligible employment classification of employees who are eligible to participate in this Plan. Each Participating Employer specifies in its *Adoption Agreement for Participating Employers* the classes of employees who are eligible to participate in this Plan, and whether or not an Eligible Position must be a Benefit Eligible Position for purposes of meeting the five (5) Years of Continuous Service requirement.

**Hour of Service.** You earn an Hour of Service for each hour for which you are paid, or entitled to be paid (directly or indirectly), for doing your job. An Hour of Service includes periods during which you do not work but are entitled to payment because of Paid Time Off (PTO), jury duty, or authorized leave of absence. You may also be credited with up to 501 hours for periods of unpaid leaves of absence such as Employer Requested Absence (ERA) and periods during which you receive disability pay, based on your normally scheduled hours.

Participant. A Participant is a Retiree who has met the Plan's eligibility requirements.

**Participating Employer.** A Participating Employer is a Sutter Health affiliate who has chosen to participate in this Plan and has signed an *Adoption Agreement for Participating Employers*.

Plan. When we refer to the Plan, we mean the Sutter Health Retiree Health Care Account Plan.

**Plan Year.** A Plan Year is the 12 consecutive month period for which financial records are kept. For this Plan it is a calendar year, January 1 to December 31. The initial Plan Year was April 1, 2002 to December 31, 2002.

**Retire.** When we refer to retire or retirement, we generally mean that you have reached Retirement Age, have met the service eligibility requirements set forth in the Adoption Agreement for the Participating Employer as summarized in each Participating Employer's addendum, the last five (5) of which must be with a Participating Employer, and have terminated employment in the Sutter Health system; service with another Participating Employer may count (see below).

**Retiree.** Retiree is a former employee that retired (terminated) from a Participating Employer and met all of the eligibility requirements under the Plan prior to termination of employment.

**Retirement Age.** The earliest Retirement Age for this Plan is age 55. Each Participating Employer designates in its *Adoption Agreement for Participating Employers* a minimum age for receiving benefits.

**Retiree Health Care Account.** When we refer to a Retiree Health Care Account, we mean the Account balance designated for a Participant and his or her enrolled Eligible Dependents.

**Spouse.** When we refer to a Spouse, we mean the lawful Spouse of a Participant, including a same-sex spouse, but not an individual legally separated from the Participant. Spouse does not include a domestic partner or a common law spouse.

**Total and Permanent Disability.** Total and permanent disability means a physical or mental injury or disorder which qualifies you for Social Security disability benefits.

**Year of Credited Service.** When we refer to a Year of Credited Service we mean that period of time used to determine the value of a Participant's Retiree Health Care Account. Generally, you earn a Year of Credited Service, and an annual Account Credit, for each calendar year in which you are credited with at least 1,000 Hours of Service with a Participating Employer.

Years of Service earned while working for a non-Participating Employer can be credited to an employee after the employee completes five (5) Years of Continuous Service with a Participating Employer.

**Year of Continuous Service.** When we refer to a Year of Continuous Service we mean the number of consecutive years you have worked for a Participating Employer. You must have at least five (5) Years of Continuous Service immediately prior to or after meeting the minimum age requirement in order to be eligible for a Retiree Health Care Account. Each Participating Employer specifies in its *Adoption Agreement for Participating Employers* whether or not the Years of Continuous Service must be in a Benefit Eligible Position.

**Year of Service.** A Year of Service is a calendar year in which you are credited with at least 1,000 Hours of Service. Years of Service with all Sutter Health affiliates count toward determining your total Years of Service. You must have at least ten (10) Years of Service (some affiliates require at least fifteen (15) Years of Service) to be eligible for a Retiree Health Care Account.

## I. ELIGIBILITY

#### Am I eligible for this benefit?

This Plan is provided to employees of the Sutter Health affiliates who have adopted the Plan. See Appendix A for a list of Sutter Health affiliates that have adopted this Plan.

Generally, you are eligible for a Retiree Health Care Account if you meet the minimum age and Years of Service requirements set forth in the Adoption Agreement for the Participating Employer while employed in the Sutter Health system. You must also have at least five (5) Years of Continuous Service in an Eligible Position at a Participating Employer immediately prior to or after meeting the minimum age requirement in order to receive a benefit from this Plan.

Each Participating Employer determines:

- the classes of employees who are eligible to participate
- the minimum age an employee must reach before benefits can begin
- whether Years of Continuous Service must be in a Benefit Eligible Position

The following classes of employees are <u>not eligible</u> to participate in this Plan:

- Temporary employees
- Employees covered by a collective bargaining agreement, unless the agreement provides for participation in this Plan
- Leased employees
- Independent contractors
- Medical directors
- Any class of employee excluded from participation in their employer's Adoption Agreement

See Appendix B for a list of basic eligibility requirements. Each Sutter Health Participating Employer determines the eligibility for their employees.

#### Why are Hours of Service so important?

*Hours of Service* are important because they are used to determine when you have earned a Year of Service or if you have had a Break in Service. Hours of Service are also important because they are used to determine when you are eligible for a Retiree Health Care Account as well as the value of your Account.

Years of Service are based on hours worked among all Sutter Health affiliates, whether or not they participate in this Plan. If you work, or are credited with, at least 1,000 hours in a calendar year among all affiliates, you will be credited with one Year of Service.

Years of Credited Service determine the value of your Retiree Health Care Account. Generally, you earn a Year of Credited Service, and an Account Credit, for each calendar year in which you work at least 1,000 hours. Years of Service earned while working for a non-Participating Employer will be taken into account *if you transfer* to a Participating Employer and complete five (5) Years of Continuous Service in an Eligible Position with that Participating Employer.

Years of Continuous Service are based on Years of Service. Only Years of Service with a Participating Employer in an Eligible Position count toward meeting this requirement. You must work at least five (5) continuous years (with at least 1,000 hours per year) with a Participating Employer, and meet all other eligibility requirements, to qualify for benefits under this Plan. These five (5) Years of Continuous Service must be immediately prior to or after meeting the minimum age requirement. If you transfer to a position for which no health benefits are available or to a non-Participating Employer *after* meeting *all* age and

service requirements, you will be eligible to receive benefits under this Plan when you Retire (terminate) from employment in the Sutter Health system.

You are credited with an Hour of Service for each hour you work for which you are paid, and for each hour for which you receive back pay pursuant to a written settlement agreement, court or administrative agency order or an award issued in binding arbitration (provided that the agreement, order or award expressly requires back pay hours to be credited).

In addition, you are credited with an Hour of Service for each hour for which you are paid, or entitled to payment, when no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. However, no more than 501 Hours of Service may be credited for any single continuous period of vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

*Example 1*: Judy takes PTO from January 6, 2022 to March 13, 2022. She works from March 16, 2022 to July 1, 2022. Judy then takes a leave of absence from July 2, 2022 to December 29, 2022. In addition to the Hours of Service she is credited for her periods of work, Judy is also credited with 400 Hours of Service for her PTO, and she is credited with 501 Hours of Service for her leave of absence.

*Example 2*: John takes a paid leave of absence from January 5, 2022 to June 5, 2022, and terminates employment effective June 6, 2022. He is only eligible to receive a credit of 501 Hours of Service for the period during which he is on leave of absence, including any PTO used to supplement his income during the leave period.

In addition, if you have an authorized military leave of absence, when you return you will be credited with the Hours of Service you would normally have worked if you had not taken the leave, provided however, that you return to employment within the time and under the conditions which entitle you to reemployment rights under the federal laws of the United States of America known as USERRA.

#### How are Years of Service for eligibility purposes calculated?

All Years of Service with any Sutter Health affiliate will count toward calculation of Years of Service for purposes of meeting the applicable eligibility requirement.

#### How are Years of Service for purposes of determining Years of Continuous Service calculated?

Only Years of Service in an eligible employment status with a Participating Employer will count toward meeting the five (5) Years of Continuous Service requirement. You must work at least five (5) continuous years, with at least 1,000 hours per year, with a Participating Employer immediately prior to or after meeting the minimum age requirement in order to receive benefits under this Plan.

#### How are Years of Service calculated to determine the value of my Account?

You will earn one Year of Credited Service and a \$1,000 Account Credit for each calendar year in which you work, or are paid for, at least 1,000 hours with a Participating Employer, up to the career maximum at your affiliate. Years of Service with any Sutter Health affiliate, even those affiliates who have not adopted this Plan, may count toward earning an annual Account Credit once you complete at least five (5) Years of Continuous Service in an Eligible Position with a Participating Employer immediately prior to or after meeting the minimum age requirement.

Each Participating Employer determines the eligibility and the career maximum for their employees. See Appendix B for a list of Sutter Health basic eligibility requirements.

#### What happens if I do not work 1,000 hours in a year?

There may be times because of your work schedule that you will not work 1,000 hours or more during a calendar year. If this occurs and you are not credited with additional non-work hours, you will not be eligible to receive an Account Credit (\$1,000) for that year. You will also not receive credit for a Year of Service for that year.

#### If I work less than full-time, will my benefit be prorated?

No. Once you have worked at least 1,000 hours in a Plan Year with a Participating Employer, you will earn a \$1,000 Account Credit for that year.

#### Does time worked under a collective bargaining agreement affect my benefit?

Yes. Years of Service earned while working under a collective bargaining agreement will count toward meeting the ten (10) year (or 15 year, where applicable) eligibility requirement, but not the five (5) Years of Continuous Service in an Eligible Position required to receive benefits from this Plan or toward earning an annual Account Credit (\$1,000 per Year of Credited Service) unless the collective bargaining agreement provides for participation in the Plan.

#### What happens if I transfer from one Sutter Health affiliate to another?

If you transfer within the Sutter Health system from a Participating Employer to another Participating Employer, you will continue to earn Years of Service for eligibility purposes, and you will continue to earn an annual Account Credit if you work at least 1,000 hours each year. Your benefit is portable. You must complete at least one Year of Credited Service with your new Participating Employer before retiring, and you must meet all other eligibility requirements.

If you transfer within the Sutter Health system to an employer who has not adopted this Plan, *prior* to meeting all the eligibility requirements, and you Retire from that employer, you will not be eligible to receive a benefit from this Plan, even if you have met other eligibility requirements when you Retire.

If you later return to work for a Sutter Health Participating Employer, you will continue to earn Years of Service for eligibility purposes and annual Account Credits for each calendar year in which you work, or are credited with, at least 1,000 hours. However, you must work for that Participating Employer for at least five (5) continuous years in an Eligible Position prior to retirement or meeting the minimum age and service requirements in order to be eligible to receive benefits from this Plan.

If you transfer within the Sutter Health system to a non-Participating Employer *after* you have met all the eligibility requirements with a Participating Employer, you will retain your eligibility, but you will not earn additional Years of Credited Service or additional Account Credits unless you transfer back to a Participating Employer prior to retirement. If you transfer to a non-Benefit Eligible Position, whether for a Participating or non-Participating Employer, after meeting all eligibility requirements, you will retain your eligibility, but cannot access your Account until you Retire (terminate) from the Sutter Health system.

#### What happens if I take a leave of absence?

If you take an authorized leave of absence, you may be given credit up to a maximum of 501 Hours of Service during each continuous period of leave if you are in a full-time or part-time employment status. However, you will not receive a Year of Service if you earn less than 1,000 Hours of Service in a Plan Year, nor will you receive an annual Account Credit.

If your authorized leave of absence occurs during the period just prior to you meeting the minimum age eligibility requirement, you must return to work with a Participating Employer and complete the same number of Years of Service that were missed during your leave period in order to restore your prior Years of Continuous Service and thereby meet the five (5) Years of Continuous Service requirement.

*Example:* You are age 54, have 10 Years of Service, and three (3) Years of Continuous Service on December 31, 2019. You go out on an authorized leave of absence on February 20, 2020 and return on May 15, 2022, an absence of two years. You may be credited with 501 hours in 2020 and 2021 so you do not have a Break in Service, but you do not earn a Year of Service or an annual Account Credit in 2020 and 2021. You must work at least 1,000 hours in 2022 and 2023 in order to bridge your leave time and restore the three (3) Years of Continuous Service before your leave occurred. You will then meet the five (5) Years of Continuous Service requirement.

If your leave of absence is due to an authorized military leave, when you return you will be credited with the Hours of Service you would normally have worked if you had not taken the leave, provided you return to work in the Sutter Health system within the prescribed time period.

#### What happens if I terminate my employment with Sutter Health?

If you terminate from Sutter Health or a Participating Employer before you have met all the eligibility requirements, you will not be eligible for benefits under this Plan. If you terminate from a non-Participating Employer you will not be eligible for benefits under this Plan unless you had met all eligibility requirements *prior* to transferring to the non-Participating Employer.

If you Retire (terminate) after you have met all the eligibility requirements and return to work for a Sutter Health affiliate, you can no longer access your Account. You may continue to earn Years of Service for eligibility purposes and annual Account Credits for each calendar year in which you work, or are credited with, at least 1,000 hours.

#### What happens if I leave the Sutter Health system and return at a later date?

If you leave the Sutter Health system for a period of time, and are later rehired by a Participating Employer, you will be eligible to begin earning Years of Service for eligibility and Account value purposes the day you begin working. How long you were gone, however, will determine whether or not your previous service and Account value will be recognized.

If your Break in Service is less than one calendar year, your prior Years of Service for eligibility purposes and for determining the value of your Account will be restored effective on your rehire date.

If your Break in Service is more than one year but less than five (5) years, your prior Years of Service for eligibility purposes and for determining the value of your Account will be restored once you have earned another Year of Service. *However, you must start over with regards to Years of Continuous Service and work at least five (5) Years of Continuous Service in an Eligible Position with a Participating Employer before you are eligible to receive a benefit, even if you have met the other eligibility requirements.* 

If your Break in Service is five (5) years or more, your prior Years of Service for eligibility purposes and for determining the value of your Account will be forfeited.

*Exception:* If you leave the Sutter Health system after meeting *all* age and service requirements, and later return to work for a Participating Employer, regardless of how long you were gone, you will not incur a Break in Service.

## **II. YOUR ACCOUNT**

#### What is a Retiree Health Care Account?

The Retiree Health Care Account is designed to help you pay the cost of after-tax premiums for health insurance (medical, prescription drug, dental, and/or vision) once you Retire by reimbursing you for the coverage you have purchased for yourself and your enrolled Eligible Dependents. You pay your after-tax premiums for health coverage, and then submit proof of coverage and your receipts for those premiums for reimbursement.

Your benefit is based on amounts that have been allocated to an Account under the Plan for each year in which you were eligible to receive an Account Credit. This Account is a bookkeeping account and does not represent an account under which specific assets are held just for you. That's why it's often referred to as a *hypothetical* account.

Then, at the time you Retire, if you're eligible, Sutter Health will automatically set up your Account, and you can begin accessing it for reimbursement of health insurance premiums.

See Section III, Participation and Payment of Benefits for more information.

#### How are Account Credits determined?

Account Credits are based on Years of Credited Service in the Sutter Health system up to a career maximum determined by each Participating Employer. Career maximums are specified by each employer in its *Adoption Agreement for Participating Employers*.

#### What if I work at more than one Sutter Health affiliate in a Plan Year?

If you work at more than one Sutter Health affiliate in a Plan Year, you must work at least 1,000 hours between all affiliates in order to receive an Account Credit for that year.

*Example #1:* In 2022, you work eight (8) months at Alta Bates Summit Medical Center (a Participating Employer) with 960 hours and then work 500 hours at Sutter Care at Home in an ineligible position. You work at least 1,000 hours between the two affiliates, and earn a Year of Service, a Year of Credited Service, and an Account Credit in 2022. However, since you did not work 1,000 hours at a Participating Employer in an Eligible Position, you will not receive a Year of Service toward the five (5) Years of Continuous Service requirement for 2022.

*Example #2:* In 2022, you work eight (8) months at Sutter Medical Center, Sacramento (a Participating Employer) with 960 hours and then work 500 hours at Sutter Roseville Medical Center (also a Participating Employer). You work at least 1,000 hours between the two affiliates, and earn a Year of Service, a Year of Credited Service and an Account Credit in 2022. And since you work 1,000 hours between Participating Employers, you will also receive a Year of Service toward the five (5) Years of Continuous Service requirement for 2022.

### How do I obtain information about my Account?

Contact the Alight Solutions Sutter Health Pension Service Center online, via phone or online chat.

How	When / Where	What You Do
Speak with a Sutter Health Pension Service Center Representative	Monday-Friday, 7:00 a.m. to 5:00 p.m. Pacific Time	Call: 1-833-407-2687
Sutter Health Pension Service Center Address	Dept. 04546 PO Box 1590 Lincolnshire, IL 60069-1590	Via Mail
Sutter Health Pension Service Center Website	7 days a week, 24 hours a day	Visit the website at: <u>digital.alight.com/sutterhealth</u>

## **III. PARTICIPATION AND PAYMENT OF BENEFITS**

The Sutter Health Retiree Health Care Account Plan is intended to provide you with assistance in paying the cost of after-tax premiums for health insurance once you Retire. At the time you Retire, Sutter Health will set up your Account, \$1,000 for each Year of Credited Service up to a career maximum specified by your employer in its Adoption Agreement. You then purchase health coverage, pay the premiums, and submit proof of payment of the premiums for reimbursement.

#### How do I become a Participant?

If you meet the eligibility requirements to participate in this Plan (see Section I, Eligibility), you will be able to access your Account and receive reimbursement for health insurance premiums paid by you beginning the first of the month following or coincident with the date you Retire (terminate) from the Sutter Health system. Your account will be automatically set up approximately thirty days after the date you Retire (terminate).

#### How do I enroll in the Plan?

Eligible Retirees automatically become a Participant in the Sutter Health Retiree Health Care Account Plan on the first of the month following or coincident with the date they Retire (terminate) from the Sutter Health system. You will receive a welcome letter indicating that your Smart-Choice account has been set up approximately thirty days after the date you Retire (terminate) with instructions on how to submit claims. Once your account has been set up, you can then enroll your Eligible Dependents online at <u>digital.alight.com/sutterhealth</u>.

#### When can I begin receiving benefits?

You can begin to receive reimbursement for claims you incur (i.e., premiums for health insurance) starting the first day of the month following or coincident with your last date of employment in the Sutter Health system.

#### How do I receive a reimbursement from my Account?

Your benefit is paid in the form of premium reimbursements for after-tax health insurance premiums (medical, dental, and/or vision, including prescription drug and Medicare Parts B and D) you have purchased for yourself and your enrolled Eligible Dependents. Long-term care insurance is not considered health insurance coverage under this Plan. In addition, premiums paid for health insurance coverage for domestic partners are not eligible for reimbursement under this Plan due to IRS regulations.

In order to receive reimbursement, you must provide the details for each of your claims using one of the following methods:

How	What You Do	Submission Method
Online	Fill out the details of your claim and upload an itemized receipt or documentation on the website.	digital.alight.com/sutterhealth
Mobile	Fill out the details of your claim in the Smart-Choice Mobile App and take a photo of your itemized receipt or documentation using your Apple or Android mobile device.	Smart-Choice Mobile App
Mail or Fax	Submit your claim online, print your coversheet, then mail or fax copies of your itemized receipt or documentation.	Mail: Smart-Choice Accounts PO Box 64009 The Woodlands, TX 77387-4009 Fax: 855-673-6719

Approval or denial of claims is typically made within 5 business days, and reimbursements by check are made within 1 to 2 weeks; direct deposit of reimbursements is also available. You must also provide proof that the expense was for after-tax health insurance premiums and was incurred during the period of time that you and/or your enrolled Eligible Dependents were covered under this Plan.

You can use as much or as little of your Account as you want each year. Any money that is left in your Account at the end of the year is rolled over to the next year. Benefits cease when your Account balance is zero (see *What will happen to my Account if I die*? for additional information).

#### Do I have to purchase a certain type of insurance in order to use my Account?

No, you do not. The Plan is designed to give you the flexibility to purchase any type of health insurance coverage you choose from any vendor you choose. You can also choose whether to cover just yourself, or include your eligible Spouse and/or Dependent Children. The only requirement for reimbursement is that your claims must be for after-tax premiums, and you must submit claims as described above.

You will have access to your Retiree Health Care Account for the reimbursement of after-tax premiums for health insurance regardless of where you live, even if it's outside the United States of America.

When you turn age 65 and become eligible for Medicare, you can also use your Account for reimbursement of Medicare Part B and Medicare Supplement premiums plus Medicare Part D and prescription drug premiums.

## Can I access my Retiree Health Care Account if I transfer to a non-Benefit Eligible status or a non-Participating Employer?

No, you cannot. The Plan is designed for Retirees and you cannot access your Account if you are employed in the Sutter Health system. If you have met the age and all of the service requirements with a Participating Employer prior to the time you transfer to a non-Benefit Eligible status, you will retain your eligibility for benefits, but cannot access your Account until you Retire (terminate) from the Suter Health system.

If you have not met your Sutter Health Participating Employer's age and service requirements at the time of your transfer, you are not eligible for a Retiree Health Care Account. To become eligible for a Retiree Health Care Account from this Plan, you must return to work in an Eligible Position for a Participating Employer for at least five (5) Years of Continuous Service, and meet all other eligibility requirements.

#### Can I access my Retiree Health Care Account if I reduce my hours the last few years of my career?

You cannot access your Account as long as you are working in the Sutter Health system. However, if you have met your Participating Employer's age and service requirements prior to the time you reduce your hours, you will retain your eligibility for benefits once you Retire (terminate) from the Sutter Health system.

#### Can I continue to work for Sutter Health after my normal retirement date?

Yes, you can. If you continue to work at least 1,000 hours in a calendar year, you will receive annual Account Credits subject to the career maximum at your Participating Employer.

## What happens if I Retire, start accessing my Account, and later return to work in the Sutter Health system?

If you Retire (terminate) from the Sutter Health system, and later return to work, your Account will be suspended and you will not be able to access it. If you return to work for a Participating Employer and meet the eligibility requirements, you may be able to add to your Account up to the career maximum specified in your new employer's Adoption Agreement.

You will not, however, be able to restore any amounts you have already used from your Account.

For example, if you received a \$20,000 Account upon your initial retirement and you used \$8,000 prior to being rehired, your available balance at the time of your rehire was \$12,000. If you work 3 (three) additional years and earn \$3,000, your available balance when you Retire again will be \$15,000.

#### When is the latest date I can begin receiving benefits?

You must begin accessing your Retiree Health Care Account by the April 1 following the *later* of the year in which you attain age 70½, or stop working. If you are beyond age 70½ and are unable to access your Account because you have employer-provided health insurance, with pre-tax premiums through Sutter Health or another employer, you will have twelve (12) months after the coverage ends to access your Account.

If you are affected by this rule, contact the Sutter Health Pension Service Center to file a claim by the established deadline. If you do not begin accessing your Account by the required date, you will lose the benefit.

#### Can my benefit be forfeited?

Yes. If you do not begin accessing your Account by the April 1 following the *later* of the year in which you become 70<sup>1</sup>/<sub>2</sub>, or stop working, you will forfeit the benefit.

*Note:* If you have other employer-provided health insurance, you will have twelve (12) months after the coverage ends to access your Account.

If your Account is less than \$60 and you do not submit a claim for six (6) or more consecutive months, your remaining balance will be forfeited by the April 1 of the following year.

#### Is my benefit taxed?

No. Reimbursement payments are not taxable to you or to your Eligible Dependents.

#### Who are my dependents under this Plan?

Your legal Spouse and Dependent Children, up to age 26, are eligible to be covered under this Plan. To cover your Spouse and Dependent Children, you must enroll them through the Sutter Health Pension Service Center website at <u>digital.alight.com/sutterhealth</u>. Due to IRS regulations, domestic partners are not considered Eligible Dependents.

#### What will happen to my Account if I die?

Your Retiree Health Care Account is not a vested benefit. If you die prior to retiring and becoming a Participant in the Plan, even if you have met the other eligibility requirements, your Account is forfeited.

If you die after starting participation, your covered Spouse and any covered Dependent Children can use your Account for up to 36 months. Any remaining balance is then forfeited.

#### What if I become disabled?

If you become totally and permanently disabled under the Social Security Act, you may be eligible to access your Account even if you have not reached the required minimum age for participation. Contact the Sutter Health Pension Service Center if you think this provision applies to you.

#### Can benefits be paid to someone else if I'm divorced?

Yes. In case of a Qualified Medical Child Support Order (QMCSO) arising from separation or divorce, your Dependent Children may have the right to part of your benefit. You and your beneficiaries can obtain, without charge, a copy of the Plan's QMCSO procedures from the Plan Administrator.

## **IV. COBRA CONTINUATION**

In addition to the information presented so far, there is some other important information we want you to know about the Sutter Health Retiree Health Care Account Plan.

#### What is COBRA Continuation?

The Consolidated Omnibus Budget Reconciliation Act (COBRA) is a federal law under which an employee and his or her beneficiaries who are covered under a group health plan benefit offered by an employer are eligible to continue that benefit for a period of time if certain conditions, called qualifying events, are met.

#### How does this affect me?

If your employment with a Sutter Health affiliate ends, or if your hours are reduced to the point that you are no longer in a Benefit Eligible Position, you may continue your group health insurance coverage through COBRA.

#### Can I enroll in COBRA and still access my Retiree Health Care Account?

Yes, you can. You can use the funds in your Account to receive reimbursement for COBRA health insurance premiums if you have met all age and service requirements and your employment with all Sutter Health affiliates ends.

#### How long do my benefits last under COBRA?

Generally, your group health insurance coverage under COBRA lasts up to eighteen (18) months. However, it may be extended under certain circumstances for a longer period of time. If you think this extension applies to you, call Benefit Connect at 877-29COBRA (1-877-292-6272).

#### Who pays for my COBRA coverage?

You generally pay the full cost of COBRA continuation coverage, plus an additional 2% for administrative expenses. Premiums are based on group rates of the plans offered by your employer. If you qualify for an extension of COBRA coverage past 18 months, the cost may increase.

#### Under what circumstances am I eligible for COBRA continuation?

You and your Eligible Dependents may be allowed to continue group health insurance benefits upon the occurrence of any one of the following qualifying events if that event would result in the loss of your health insurance coverage:

- Your death
- Your divorce or legal separation from your Spouse
- Your Dependent Child reaching the maximum age and ceasing to be a qualified dependent

#### What kind of notice will I receive?

You, or your Eligible Dependents, are responsible for notifying Benefit Connect at 877-29COBRA (1-877-292-6272) if you are subject to one of the qualifying events described above. You will then be notified if you are eligible for COBRA continuation, and sent the necessary forms.

## V. OTHER INFORMATION YOU SHOULD KNOW

In addition to the information presented so far, there is some other important information we want you to know about the Sutter Health Retiree Health Care Account Plan.

#### What kind of Plan is this?

The Sutter Health Retiree Health Care Account Plan is classified under the Employee Retirement Income Security Act (ERISA) as a welfare benefit plan. The Plan also qualifies as a *health reimbursement arrangement* within the meaning of Notice 2002-45 and Rev. Rul. 2002-41 as issued by the Internal Revenue Service.

#### Who pays for the Plan?

The full cost of the Plan is paid by the Participating Employers.

#### Who administers the Plan?

Sutter Health is the Administrator of this Plan. Total Rewards - Retirement keeps the records of the Plan. Alight Solutions is the third-party administrator.

The Sutter Health Retiree Health Care Account Plan is subject to the provisions of ERISA. Your ERISA rights are included in the ERISA section of this booklet.

#### What happens if I move or change my name?

If you are no longer actively employed in the Sutter Health system and decide to wait to access your Account until a future date, it is important that you notify the Sutter Health Pension Service Center if you move or change your name:

- Move You can change your address online using the Sutter Health Pension Service Center Website at <u>digital.alight.com/sutterhealth</u> or by calling 1-833-407-2687.
- Change your name You must submit your name change in writing. Please contact the Sutter Health Pension Service Center for assistance by calling 1-833-407-2687.

This information is necessary so you can be sent periodic information relating to the Plan and to your benefits under the Plan.

#### Is the Plan insured?

Benefits under this Plan are not insured. The benefits payable under this Plan are paid from the general assets of the Participating Employers.

#### Can the Plan be amended or terminated?

Sutter Health intends to continue to offer the Retiree Health Care Account Plan to all affiliates who choose to adopt the Plan. However, your Employer and any of its officers, agents, employees or members of the Board of Directors cannot guarantee that the Plan will continue indefinitely. Furthermore,

the Plan is governed by the rulings of the Internal Revenue Service (IRS) and current tax laws. The Plan will be amended from time to time to stay in compliance with these laws.

Sutter Health reserves the right to change or even terminate the Plan. Termination of the Plan is highly unlikely, but if this happens, if you are a Participant in the Plan, you will have the right to claim and receive reimbursement for premiums paid prior to the date of the Plan's termination. No reimbursements will be made, however, for premiums incurred after the date of the Plan's termination. If you are not yet eligible to become a Participant in this Plan, you will not receive a benefit under this Plan.

Generally, if your employer terminates its participation in the Plan, and you are a Participant in the Plan, you will be eligible to claim and receive reimbursement for premiums paid prior to the date your employer terminates its participation in the Plan. No reimbursements will be made, however, for premiums incurred after the date your employer terminates its participation in the Plan. If you are not yet eligible to become a Participant in this Plan, you will not receive a benefit under this Plan.

#### Who owns the benefits provided by the Plan?

The benefits described here are intended only for you and your Eligible Dependents. Neither you nor your dependents can transfer, assign or pledge any of them unless required by a court of law under a qualified medical child support order (QMCSO). Participants and their beneficiaries can obtain, without charge, a copy of the Plan's QMSCO procedures from the Plan Administrator.

#### Is there any way my benefit can be lost?

Benefits to you or your beneficiary may be lost if:

- You leave the Sutter Health system before satisfying the minimum age and service requirements with a Participating Employer; or
- You die before beginning participation; or
- No claim for benefits has been filed by April 1 of the year following the later of age 70½ or the date you terminate employment in the Sutter Health system; or
- You are older than age 70<sup>1</sup>/<sub>2</sub> and no claim for benefits has been filed twelve (12) months after your employer-provided health insurance ends; or
- Your Account is less than \$60 and you haven't submitted a claim for reimbursement for six (6) or more consecutive months

#### What are the Plan's claims and appeals procedures?

The Plan's claims and appeals procedures include administrative safeguards and processes that are designed to ensure and verify that benefit claims determinations are made in accordance with the Plan documents. The Plan provisions will be applied consistently with respect to similarly situated individuals.

Plan Participants, dependents of deceased Participants, or persons duly authorized by them have the right to file a claim if they believe benefits are due under this Plan. Your claim for benefits should be submitted to Smart-Choice Accounts (see *How do I receive a reimbursement from my Account?* above).

Sutter Health has engaged Alight Solutions as the third-party administrator to provide the following services: Determine Plan eligibility and Account Credits, process payments for eligible claims for reimbursement of post-tax health care premiums, and process appeals. The Plan Administrator has the discretion to approve or deny a claim.

When you submit a claim for benefits, you will receive a notice that your claim has been received and that it will be reviewed within five (5) business days. The notice will be sent via your selected communication delivery method (e.g., email or postal mail).

If your claim is not approved, you will receive a notice that explains the reason for the "pended" status. If you need assistance with resolving your claim, additional information can be obtained by calling the Sutter Health Pension Service Center or by reviewing the resources on the Smart-Choice website (including sample receipts and why they are needed).

If your claim requires additional documentation, a separate communication will be sent prior to any claim denial that indicates what additional documentation is required, and the time frame in which that documentation must be received. If you do not respond within 15 days, your claim will be denied.

#### What is the Plan's procedure for appealing a denied claim?

To appeal a denied claim, submit a written request to have your claim reviewed within 180 days of the denial notification. Send your request to the Sutter Health Pension Service Center. You have the right to review all Plan documents in preparing your appeal and also to have a qualified person represent you.

You will receive written notice of the results of your claims appeal within 60 days after receipt of your request. If needed to allow time to properly respond, this time can be extended. Your appeal will be reviewed by someone who was not involved in the original decision to deny your claim for benefits.

The Appeals Administrator for purposes of the Plan is:

Sutter Health Retiree Health Care Account Plan Claims and Appeals Management Dept. 04546 PO Box 1407 Lincolnshire, IL 60069-1407

## VI. YOUR RIGHTS UNDER ERISA

Sutter Health provides this Retiree Health Care Account Plan for eligible Participants. The basic provisions of this Plan are described in this booklet. While your employer is not required to provide this Plan, because it does, you, as a Participant in the Plan, are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). This portion of the SPD summarizes these rights.

A. Receive Information about your Plan and benefits

ERISA provides that all plan participants shall be entitled to:

Examine, without charge, at the Plan Administrator's office, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) and updated SPD. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

B. Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called *fiduciaries* of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

C. Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a qualified domestic relations order, you may file suit in federal court. If it should happen that the Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued

to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

#### D. Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement, or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration, United States Department of Labor listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, United States Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

#### Administrative Information

Normally, the Sutter Health Pension Service Center should be able to help you resolve any problem you might have about your rights to benefits. All Plan documents and other related information are available if you wish to study these materials.

The following information is provided to give you additional information about this Plan.

#### What is the name of the Plan?

The name of the Plan is the Sutter Health Retiree Health Care Account Plan.

#### What are the Plan Identification Numbers?

Two numbers identify each benefit plan covered by ERISA. One number is the Plan Sponsor's Employer Identification Number which is assigned by the IRS. The other number is the Plan Number assigned by the sponsoring company. A list containing the Employer Identification Number for each of the Participating Employers is available from the Plan Administrator.

Sutter Health Employer Identification Number: 94-2788907

Sutter Health Retiree Health Care Account Plan Plan Number: 523

#### What is the Plan Year?

Financial records for this Plan are maintained on a calendar year basis, January 1 to December 31.

#### What is the effective date of the Plan?

The effective date of the Sutter Health Retiree Health Care Account Plan is April 1, 2002; the Plan is effective for a Sutter Health affiliate on the date specified in its signed *Adoption Agreement for Participating Employers*. The Plan was most recently amended on July 1, 2022.

#### Who is the Plan Sponsor?

The Plan Sponsor of the Sutter Health Retiree Health Care Account Plan is:

Sutter Health 2200 River Plaza Drive Sacramento, CA 95833

#### Who is the Plan Administrator?

Sutter Health is the Plan Administrator (or its authorized delegate). The Plan Administrator's address and telephone number are:

Sutter Health Retiree Health Care Account Plan c/o Total Rewards - Retirement 2300 River Plaza Drive Sacramento, CA 95833

The third-party administrator for the Plan is Alight Solutions. You can contact Alight by calling 1-833-407-2687.

#### Who is the Agent for Service of Legal Process?

The designated agent for service of legal process is:

General Counsel Sutter Health 2200 River Plaza Drive Sacramento, CA 95833

Process may also be served on the Plan Administrator.

#### Who is the Claims Administrator?

The designated claims administrator is:

Smart-Choice Accounts PO Box 64009 The Woodlands, TX 77387-4009

## APPENDIX A Sutter Health Retiree Health Care Account Plan Participating Employers

#### The following affiliates have adopted this Plan as of 4/1/2002\*

Sutter Auburn Faith Hospital (management represented employees only) Sutter Davis Hospital Sutter Valley Hospitals Support Services Sutter Medical Center, Sacramento Sutter Roseville Medical Center (management represented employees only) Sutter SeniorCare PACE

\* Benefits under this Plan were offered retroactively to eligible employees of the above affiliates who retired between September 1, 2001 and March 31, 2002.

#### The following affiliate has adopted this Plan as of 6/1/2002:

Sutter Delta Medical Center (management represented employees only)

#### The following affiliates have adopted this Plan as of 1/1/2003:

Sutter Amador Hospital (FT/PT exempt and confidential employees only; all employee statuses effective 7/1/09)

Sutter Auburn Faith Hospital (Teamsters represented employees) Sutter Coast Hospital (FT/PT benefited and pay in lieu management represented employees) Sutter Health (Sutter Health System Office; Sutter Shared Services) Sutter Roseville Medical Center (SEIU-UHW represented employees)

The following affiliates have adopted this Plan as of 1/1/2004:

Alta Bates Summit Medical Center (FT/PT management represented employees; CHEU represented employees; participation ended 12/31/05 and resumed 2/1/08, if elected)
Novato Community Hospital (FT/PT benefited CNA represented employees)
St. Luke's Hospital (FT/PT CNA represented employees; participation ended 12/31/07)
Sutter Auburn Faith Hospital (CNA and CNA/VNA represented employees)
Sutter Delta Medical Center (FT/PT benefited CNA represented employees; management represented employees changed to FT/PT benefited only)
Sutter Roseville Medical Center (CNA represented employees)
Sutter Solano Medical Center (FT/PT benefited management represented and CNA represented employees)

#### The following affiliate has adopted this Plan as of 3/1/2004:

Alta Bates Summit Medical Center (Local 29 represented employees, CLS Lab Techs)

The following affiliate has adopted this Plan as of 4/1/2004:

Alta Bates Summit Medical Center (Local 29 represented employees, Clinical Lab Scientists)

#### The following affiliate has adopted this Plan as of 11/1/2004:

Samuel Merritt University (FT/PT benefited employees only) – retroactive to 9/1/04; participation ended 12/31/2021

#### The following affiliates have adopted this Plan as of 1/1/2005:

Alta Bates Summit Medical Center (SEIU-UHW represented employees) Memorial Medical Center – retroactive to 10/1/04 Novato Community Hospital (FT/PT benefited management represented employees) St. Luke's Hospital (FT/PT management represented employees; participation ended 1/1/07) Sutter Medical Center of Santa Rosa (FT/PT benefited management represented; FT/PT benefited CNA, ESC Local 20 and Local 39 represented employees)

#### The following affiliate has adopted this Plan as of 7/1/2005:

Sutter Coast Hospital (RNs) (FT/PT benefited and pay in lieu management represented employees)

#### The following affiliate has adopted this Plan as of 9/1/2005:

Sutter Lakeside Hospital (CNA represented employees)

#### The following affiliates have adopted this Plan as of 1/1/2006:

Alta Bates Summit Medical Center (HERE Local 2850 represented employees) Novato Community Hospital (FT/PT benefited ESC Local 20 represented employees) Sutter Amador Hospital (FT/PT benefited SEIU 4988 represented employees) Sutter Delta Medical Center (FT/PT benefited SEIU-UHW represented employees) – retroactive to 1/1/05

#### The following affiliate has adopted this Plan as of 3/1/2006:

Sutter Solano Medical Center (FT/PT benefited SEIU-UHW represented employees)

#### The following affiliate has adopted this Plan as of 4/1/2006:

Sutter Solano Medical Center (FT/PT benefited Local 29 represented employees)

#### The following affiliates have adopted this Plan as of 6/1/2006:

Sutter Lakeside Hospital (management represented and SEIU-UHW represented employees) Sutter Medical Center of Santa Rosa (FT/PT benefited SEIU-UHW represented employees – retroactive to 1/1/06)

#### The following affiliates have adopted this Plan as of 1/1/2007:

Alta Bates Summit Medical Center (Local 39 represented employees) Novato Community Hospital (FT/PT benefited Local 39 represented employees)

#### The following affiliate has adopted this Plan as of 1/1/2008:

Mills-Peninsula Health Services (FT/PT Local 39 represented employees in Local 39 pension plan through 4/30/2009)

The following affiliate has adopted this Plan as of 5/1/2008:

Alta Bates Summit Medical Center (CNA represented employees, if elected)

The following affiliate has adopted this Plan as of 1/1/2009:

Sutter Medical Foundation - Central

#### The following affiliate has adopted this Plan as of December 17, 2010

San Leandro Hospital (FT/PT benefited management represented; FT/PT benefited CNA, ILWU Local 6, Local 39, SEIU-UHW [clerical and service units] and Teamsters Local 856 represented employees; participation ended 10/30/13)

#### The following affiliate has adopted this Plan as of 5/14/2012:

Sutter Care at Home - Santa Cruz Division (FT/PT benefited management represented employees, CNA and NUHW represented employees)

#### The following affiliate has adopted this Plan as of 1/1/2013:

Eden Medical Center (FT/PT benefited management represented employees; FT/PT benefited CNA, ESC Local 20, Local 39, SEIU-UHW and Teamsters Local 856 represented employees)

#### The following affiliate has adopted this Plan as of 6/1/2013:

Sutter Health Plan

#### The following affiliate has adopted this Plan as of 1/1/2014:

Alta Bates Summit Medical Center (FT/PT benefited Local 29 represented employees, Pharmacy Techs)

#### The following affiliates have adopted this Plan as of 12/1/2014:

California Pacific Medical Center (FT/PT benefited management represented employees; FT/PT benefited CNA, Local 39, NUHW and SEIU-UHW represented employees)

Mills-Peninsula Health Services (FT/PT benefited management represented employees, and FT/PT benefited CNA and Local 39 represented employees that did not select or are not eligible for the Mills-Peninsula Medical Center Retiree Medical Plan)

Palo Alto Medical Foundation for Health Care, Research and Education (FT/PT benefited management represented employees; FT/PT benefited CLVNA and ESC 20 represented employees)

Sutter Pacific Medical Foundation

#### The following affiliate has adopted this Plan as of 1/1/2015:

Mission Bernal Women's Clinic (FT/PT benefited employees)

The following affiliates have adopted this Plan for managers and above as of 1/1/2016: East Bay Perinatal Center Health Ventures, Inc. Memorial Hospital Los Banos Sutter Care at Home Sutter Care at Home Sutter East Bay Medical Foundation Sutter Gould Medical Foundation Sutter Medical Foundation - North Sutter Medical Foundation - West Sutter Tracy Community Hospital

The following affiliate has adopted this Plan as of 5/8/2016: Sutter Shared Lab

The following affiliate has adopted this Plan for managers and above as of 1/1/2017: Sutter Outpatient Services

The following affiliate has adopted this Plan for managers and above as of 1/1/2018: Sutter Health System Office and Sutter Shared Services – Utah Division

The following affiliates have adopted this Plan for all employees as of 1/1/2020: Sutter Medical Foundation - North Sutter Medical Foundation - West

The following plans were merged with this Plan:

Eden Medical Center Retiree Health Care Account Plan, effective 12/17/10 Palo Alto Medical Foundation for Health Care, Research and Education Retiree Health Care Account Plan, effective 12/1/14 California Pacific Medical Center Retiree Health Care Account Plan, effective 12/1/14

Note: All employment statuses are covered unless otherwise indicated.

Notice to employees covered by a collective bargaining agreement:

Any changes in the retirement benefits offered to employees whose benefits are covered by the terms of a collective bargaining agreement will be made in accordance with the terms of the applicable collective bargaining process. The timing and details of benefit changes may vary and are subject to collective bargaining.

## APPENDIX B Sutter Health Retiree Health Care Account Plan Design

#### **Basic Design**

- Plan effective date: April 1, 2002
- Eligibility:
  - Have attained the minimum age (no younger than age 55 or 60), and
  - Have at least ten (10) Years of Service; some affiliates require at least 15 Years of Service, and
  - Have five (5) Years of Continuous Service in an Eligible Position with a Sutter Health Participating Employer immediately prior to or after meeting the minimum age requirement (service with another Participating Employer can count toward meeting this requirement), and
  - Work in an Eligible Position
- 1 Year of Service = calendar year in which employee is credited with 1,000 or more hours of service
- \$1,000 is credited to Retiree's Account at retirement for each Year of Service
- Career maximum is based on years of service and age at retirement
- Retiree pays for after-tax health care premiums, then submits receipts for reimbursement; the following health care premiums are eligible for reimbursement:
  - Medical
  - Dental
  - Vision
  - Medicare Part B
  - Medicare Supplement coverage
  - Medicare Part D
  - Prescription drug plans
- Eligible Dependents include legal Spouse and eligible Dependent Children up to age 26; domestic partners are not Eligible Dependents
- Account is not a vested benefit
  - If employee dies prior to retiring and becoming a Participant (even if all eligibility requirements are met), any amount in Account is forfeited
  - If employee dies after participation begins, the Spouse and Eligible Dependents (if covered) can use Account up to 36 months; any remaining balance is then forfeited
- Disability provision
  - Employees who are disabled according to Social Security Administration rules can have the minimum age requirement waived
  - Disabled employees must still meet the ten (10) Years of Service and five (5) Years of Continuous Service requirements

For the eligibility, minimum age, and career maximum that apply to you, see the applicable RHCA Addendum; you can also request a copy from the Sutter Health Pension Service Center.

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