

**THIRD SUMMARY DESCRIPTION OF MATERIAL MODIFICATION OF
THE INSULATORS LOCAL 84 HEALTH CARE PLAN
SUMMARY PLAN DESCRIPTION/PLAN DOCUMENT**

September 23, 2013

I. INTRODUCTION

This document is designed to describe modifications to the May 2011 Summary Plan Description/Plan Document (hereinafter "SPD") of the Insulators Local 84 Health Care Plan (hereinafter "the Plan"). This document should be read in conjunction with the SPD, which was provided to you previously. Information contained in this Summary Description of Material Modification (hereinafter "Summary Description") supersedes what is contained in the SPD. However, this Summary Description materially modifies only those provisions of the SPD to which it specifically refers. The remaining provisions of the SPD remain unaltered.

II. PRIVACY NOTICE CHANGES

On January 25, 2013, the Health Insurance Portability and Accountability Act's ("HIPAA's") Privacy, Security, Enforcement and Breach Notification rules were modified by the Health Information Technology for Economic and the Clinical Health Act of 2009 ("HITECH Act") and the Genetic Information Nondiscrimination Act of 2008 ("GINA") (collectively referred to as the "HIPAA Omnibus Rules"). The Department of Health and Human Services released new requirements for health plans in protecting the privacy of your individual protected health information. As a result, the HIPAA privacy section set forth in your SPD is required to be amended.

Accordingly, effective September 23, 2013, Article XVI of the SPD is deleted and amended to read as follows.

**XVI. HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT**

The Plan is required to protect the confidentiality of your private health information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the rules issued by the U.S. Department of Health and Human Services.

A. Definition of Protected Health Information.

The Board of Trustees sponsors the Plan and is the Plan's designated Plan Sponsor. The Plan's administrative staff may have access to the individually identifiable health information of Plan participants required for the Plan's administrative functions. When this health information is provided by the Plan to the Plan Sponsor, Business Associates, subcontractors, and other

service providers to the Plan, such information is Protected Health Information (“PHI”).

The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations restrict the Plan Sponsor’s ability to use and disclose PHI. The Plan will use PHI to the extent and in accordance with the uses and disclosures permitted by HIPAA, as amended.

On January 25, 2013, HIPAA’s Privacy, Security, Enforcement and Breach Notification rules were modified by the Health Information Technology for Economic and the Clinical Health Act of 2009 (“HITECH Act”) and the Genetic Information Nondiscrimination Act of 2008 (“GINA”) (collectively referred to as the “HIPAA Omnibus Rules”). These modifications were effective on or after March 26, 2013.

The following definition of PHI shall apply for purposes of compliance with all HIPAA Omnibus Rules and HIPAA regulations:

1. PHI is information that is created or received by the Plan and relates to the past, present, or future:
 - a. physical or mental health condition of a Covered Person;
 - b. provision of health care to a Covered Person;
 - c. payment for the provision of health care to a Covered Person;
 - d. identification of the Covered Person; or
 - e. belief that the information can be used to identify the Covered Person.
2. PHI may be created, received, maintained, or transmitted to or from the Plan according to the following methods:
 - a. by electronic media;
 - b. in electronic media; or
 - c. in any other written or oral form or medium.
3. PHI excludes individually identifiable health information contained in:
 - a. education records covered by the Family Educational Rights and Privacy Act, as amended;

- b. medical records described at 20 U.S.C. 1232g(a)(4)(B)(iv);
- c. employment records held by a covered entity in its role as Employer; and
- d. records of a Covered Person who has been deceased for more than 50 years.

B. Permitted Uses of Protected Health Information.

The Plan will use and disclose PHI for purposes related to health care treatment, payment for health care, and health care operations. For this purpose, payment includes activities undertaken by the Plan to obtain premiums or determine or fulfill its responsibility for coverage and provision of plan benefits that relate to an individual to whom health care is provided. These payment activities include, but are not limited to, the following:

- 1. determination of eligibility, coverage, and cost sharing amounts (e.g. cost of a benefit, plan maximums, and co-payments as determined for an individual's claim);
- 2. coordination of benefits;
- 3. adjudication of health benefit claims (including appeals and other payment disputes);
- 4. subrogation of health benefit claims;
- 5. establishing employee contributions;
- 6. calculation of amounts due to risk adjustments or other factors;
- 7. billing, collection activities, and related health care data processing;
- 8. claims management and related health care data processing, including auditing payments, investigating and resolving payment disputes, and responding to participants' (and their authorized representatives') inquiries about payments;
- 9. obtaining payment under a contract for reinsurance (including stop-loss and excess of loss insurance), if necessary, in the future;
- 10. medical necessity reviews, or reviews of appropriateness of care or justification of charges;

11. utilization review, including pre-certification, preauthorization, concurrent review, and retrospective review; and
12. reimbursements to the Plan.

For purposes of determining uses or disclosures of PHI relating to health care operations, the term "health care operations" includes, but is not limited to, the following activities:

1. quality assessment;
2. population-based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination, disease management, contacting of health care providers and patients with information about treatment alternatives; and related functions;
3. rating provider and plan performance, including accreditation, certification, licensing, or credentialing activities;
4. underwriting, premium rating, and other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits, and ceding, securing, or placing a contract for reinsurance of risk relating to claims for health care (including stop-loss insurance and excess of loss insurance);
5. conducting or arranging for medical review, legal services and auditing functions, including fraud and abuse detection and compliance programs;
6. business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the Plan, including formulary development and administration, development or improvement of methods of payment or coverage policies; and
7. the Plan's management and general administrative activities, including, but not limited to:
 - a. management activities relating to implementation of and compliance with the requirements of HIPAA administrative simplification;
 - b. participant and provider service, including the provision of data analysis;

- c. resolution of internal grievances; and
 - d. filing of governmental forms, including Internal Revenue Service Form 5500 and other activities necessary to ensure compliance with applicable federal laws, including ERISA and the Internal Revenue Code.
8. For “research” purposes, defined by current HIPAA Omnibus Rules and regulations as a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalized knowledge. An Employer may use or disclose PHI which has been appropriately de-identified according to HIPAA regulations for research purposes.

The Plan will use and disclose PHI for administrative purposes, only as required by law and permitted by authorization of Covered Persons or their beneficiaries. The Plan will disclose PHI to other related benefit plans which may provide retirement and/or disability benefits to a Covered Person or beneficiary, but only upon written authorization from such Covered Person and the execution of a Business Associate Agreement by such benefit plan. Such uses and disclosures will be made for purposes solely related to administration of the Plan.

C. Permitted Uses and Disclosure of Summary Health Information.

The Plan (or a health insurance issuer) may disclose Summary Health Information to the Plan Sponsor, provided that the Plan Sponsor requests the Summary Health Information for the purpose of:

- 1. obtaining premium bids from health plans for providing health insurance coverage under the Plan; or
- 2. modifying, amending, interpreting, or terminating the Plan.

For this purpose, the term “Summary Health Information” means information that:

- 1. summarizes the claims history, claims expenses, or type of claims experienced by individuals for whom a plan sponsor has provided health benefits under a health plan; and
- 2. has been de-identified in accordance with the HIPAA Omnibus Rules.

D. Activities That Require Permission for Use or Disclosure of Protected Health Information.

In accordance with rules promulgated by the HIPAA Omnibus Rules, the Plan must have the express written permission/authorization of any Covered Persons (or their beneficiaries) to use or disclose PHI to engage in the following activities:

1. the use or transmission of psychotherapy notes related to the treatment of any Covered Person;
2. the use of PHI when the Plan receives financial remuneration from a third party for communications regarding treatment and health care, when that third party is marketing its product or service to the Plan or Eligible Employees;
3. the sale of PHI for any reason; or
4. activities which are not specified or described in the Plan.

Covered Persons who wish to provide written permission/authorization to the Plan to use or disclose PHI for such activities may obtain permission/authorization forms from the Fund Office. In addition, Covered Persons may revoke such express written permission/authorization at any time by contacting the Fund Office and executing an updated form.

E. Use of Genetic Protected Health Information Prohibited.

In accordance with regulations under GINA, the Plan is prohibited from using any Covered Person's "genetic information" for any underwriting purposes. Genetic information includes manifestations of diseases or disorders that have appeared in a Covered Person's family history but have not appeared in the Covered Person's health record.

F. Disclosure Restrictions on Protected Health Information for Health Care Expenses Paid in Full by Covered Persons.

In accordance with regulations under HITECH, a Covered Person has the right to restrict disclosures of his or her PHI to the Plan when the Covered Person pays out of pocket, in full, for any health care item or service.

G. Opting Out of Fundraising Activities Involving Protected Health Information.

All Covered Persons have the right to opt out of fundraising activities sponsored by, or engaged in, by the Plan Sponsor which involve the use of

PHI. However, the Plan Sponsor may include the use of demographic information, health insurance status, or dates of health care for Covered Persons in order to raise money for a non-profit organization or charity.

The Plan Sponsor shall include a reminder of a Covered Person's rights and methods to opt out fundraising activities whenever the Plan Sponsor sends fundraising communications.

H. Protected Health Information Breaches Required to be Disclosed under HIPAA Regulations.

The Board of Trustees shall report to the Plan any breach of PHI of which it becomes aware. All Covered Persons will receive a detailed written explanation whenever an event occurs that results in a breach of unsecured PHI. For this purpose, the term "breach" means the acquisition, access, use, or disclosure of PHI in a manner which is prohibited by HIPAA regulations and which compromises the security or privacy of PHI. The impermissible use or disclosure of PHI is presumed to be a breach unless the Plan Sponsor or Business Associate specifically demonstrates that there is a low probability that PHI has been comprised.

I. Covered Person's Right to Receive Protected Health Information from the Plan Sponsor.

All Covered Persons have the right to obtain a copy of their PHI from the Plan Sponsor in electronic or hardcopy format. To obtain this information, a Covered Person must make a written request to the Fund Office.

J. Conditions of Disclosure for Plan Administration Purposes.

The Plan Sponsor agrees that with respect to any PHI (other than enrollment/disenrollment information and Summary Health Information, which are not subject to these restrictions, provided that such information has been de-identified in accordance with the HIPAA Omnibus Rules) disclosed to it by the Plan (or a health insurance issuer), the Plan Sponsor shall:

1. not use or further disclose PHI, other than as permitted or required by plan documents, privacy notices, Business Associate Agreements, or as required by current laws and regulations;
2. ensure that any Business Associates, providers, agents or plan representatives, to whom the Board of Trustees provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such information by executing written Business Associate Agreements;

3. not use or disclose PHI for employment-related actions and decisions unless authorized by Covered Persons or their beneficiaries;
4. not use or disclose PHI in connection with any other benefit or employee benefit plan unless authorized by the Covered Persons or as otherwise specifically provided herein;
5. report to the Plan and Covered Persons any use or disclosure of the PHI that is inconsistent with the uses or disclosures permitted by the HIPAA Omnibus Rules of which it becomes aware;
6. make PHI available to a Covered Person in accordance with the current access requirements of the HIPAA Omnibus Rules;
7. make PHI available to a Covered Persons to permit the individual affected by such information to make amendments to such PHI in accordance with the HIPAA Omnibus Rule;
8. make available the PHI required to provide an accounting of PHI disclosures in accordance with the HIPAA Omnibus Rules;
9. make internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of the United States Department of Health and Human Services ("HHS") for the purposes of determining compliance by the Plan with the HIPAA Omnibus Rules and regulations;
10. if feasible, return or destroy all PHI received from the Plan that the Board of Trustees still maintains in any form and retain no copies of such information when no longer needed for the purpose for which permissible disclosure was made. If return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction infeasible; and
11. implement administrative, physical, and technical safeguards that reasonably de-identifies and appropriately protects the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan; and provide for adequate separation, which is supported by reasonable and appropriate security measures between the Plan and the Board of Trustees, as set forth below.

The Plan Sponsor further agrees that if it creates, receives, maintains, or transmits any electronic PHI (other than enrollment/disrollment information and Summary Health Information, which are not subject to these restrictions, provided that such information has been de-identified accordance

with the HIPAA Omnibus Rules) on behalf of the covered entity, the Board of Trustees shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI. Further, the Plan Sponsor shall ensure that any agents, Business Associates (including subcontractors) to whom it provides such electronic PHI agree to implement similar safeguards, using reasonable and appropriate security measures to de-identify or otherwise protect the information. For these purposes, "electronic PHI" means any PHI that is transmitted by, or maintained in, electronic media.

K. Business Associate Agreements.

Any contract between the Plan and a Business Associate must be set forth in a Business Associate Agreement that complies with the requirements of the HIPAA Omnibus Rules. For this purpose, the term "Business Associate" means a person or entity that performs certain functions or activities on behalf of, or that provides certain services to, the Plan involving access by the Business Associate to PHI. The term "Business Associate" also includes a subcontractor that creates, receives, maintains, or transmits PHI on behalf of another Business Associate.

Functions and activities that are performed by a Business Associate include the following:

For purposes of compliance with the HIPAA Omnibus Rules, the term "Business Associate Agreement" means a contract between the Plan and a Business Associate that satisfies the requirements of the HIPAA Omnibus Rules, including the following:

1. establishes the permitted and required uses of PHI by the Business Associate;
2. provides that the Business Associate will not use or further disclose the PHI other than as permitted or required by the Business Associate Agreement or as required by law;
3. requires the Business Associate to use appropriate safeguards to prevent a use or disclosure of PHI other than as provided for by the Business Associate Agreement;
4. requires the Business Associate to make available to HHS the Business Associate's internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Plan for purposes of allowing HHS to assess the Plan's compliance with the HIPAA's privacy requirements;

5. at termination of the contract, if feasible, requires the Business Associate to return or destroy all PHI received from, or created or received by the Business Associate on behalf of, the Plan;
6. requires the Business Associate to ensure that any subcontractors it may engage on its behalf that will have access to PHI agree to the same restrictions and conditions that apply to the Business Associate with respect to such information;
7. authorizes termination of the contract by the Plan if the Business Associate violates a material term of the contract; and
8. requires the Business Associate to report to the Plan any use or disclosure of the information not provided for by its Business Associate Agreement, including incidents that constitute breaches of unsecured PHI.

Contracts between Business Associates and Business Associates that are subcontractors are subject to the same requirements under the HIPAA Omnibus Rules as contracts between the Plan and Business Associates.

L. Persons Entitled to Access to Protected Health Information.

In accordance with the HIPAA Omnibus Rules, only the following employees or classes of employees may be given access to PHI:

1. the Plan's Administrative Manager;
2. staff designated by the Plan's Administrative Manager, Investment Manager, or other approved Business Associates; and
3. members of the Board of Trustees and the Plan's legal counsel.

These persons may have access to and use and disclose PHI only for plan administration functions that are performed on behalf of the Plan. If these persons do not comply with the Plan's limitation on the use of PHI, the Board of Trustees shall provide for the resolution of issues of noncompliance, including notifying Covered Persons in writing and imposing disciplinary sanctions.

M. Adequate Separation between Plan and Plan Sponsor.

The Plan Sponsor will allow third party service providers access to PHI, subject to the Business Associate Agreement restrictions under Section K. above. No other persons shall have access to PHI. These specified individuals or entities shall only have access to and use PHI to the extent necessary to perform the plan administration functions that the Plan Sponsor performs for the Plan. In the event that any of these service providers fail to comply with the Business Associate Agreement restrictions under Section K.

above, such service provider shall be subject to termination pursuant to the Business Associate Agreement in place.

The Plan Sponsor shall ensure that the provisions of this Section are supported by reasonable and appropriate security measures to the extent that the designees have access to electronic PHI.

N. Certification of Plan Sponsor.

The Plan (or a health insurance issuer) will disclose PHI to the Plan Sponsor only upon the receipt of a certification by the Plan Sponsor that the Plan has been amended to incorporate applicable provisions of HIPAA, and that the Plan Sponsor agrees to the conditions of disclosure set forth in J. above.

The Plan and the Plan Sponsor will comply with the security regulations issued pursuant to HIPAA, 45 C.F.R. Parts 160, 162 and 164 (the "Security Regulations"). The following provisions apply to electronic Protected Health Information ("ePHI") that is created, received, maintained or transmitted by the Plan Sponsor on behalf of the Plan, except for ePHI (a) that it receives pursuant to an appropriate authorization (as described in 45 C.F.R. section 164.504(f)(1)(ii) or (iii)), or (b) that qualifies as Summary Health Information and that it receives for the purpose of either (i) obtaining premium bids for providing health insurance coverage under the Plan, or (ii) modifying, amending or terminating the Plan (as authorized under 45 C.F.R. section 164.508). If other terms of the Plan conflict with the following provisions, the following provisions shall control. The Security Regulations are incorporated in this Summary by reference. Unless defined otherwise in the Plan, all capitalized terms herein have the definition given to them by the Security Regulations.

The Plan Sponsor will, in accordance with the Security Regulations, take the following measures:

1. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the "ePHI" that it creates, receives, maintains or transmits on behalf of the Plan.
2. Ensure that "adequate separation" is supported by reasonable and appropriate security measures. "Adequate separation" means that the Plan Sponsor will use ePHI only for activities related to the Plan's administration and not for employment-related actions or for any purpose unrelated to the Plan's administration. Any employee or fiduciary of the Plan or Plan Sponsor who uses or discloses ePHI in violation of the Plan's security or privacy policies and procedures or the Plan's provisions regarding such policies and procedures is subject to the Plan's disciplinary procedure.

3. Ensure that any agent or subcontractor to whom it provides ePHI agrees to implement reasonable and appropriate security measures to protect the information.
4. Report to the Plan any security incident of which it becomes aware.

Effective February 17, 2010, the Plan and the Plan Sponsor will take the measures necessary to comply with the requirements of the HITECH Act and regulations issued by HHS implementing the HITECH Act. These measures include the following:

1. Modify and expand existing HIPAA privacy and security rules to protect PHI.
2. Comply with breach notification procedures that require the Plan Sponsor to notify an individual and HHS (and a prominent media outlet in any breach affecting more than 500 individuals in a state or jurisdiction) when there is a breach of unsecured PHI that affects such individual. For this purpose, "unsecured PHI" is PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technology or methodology specified in guidance issued by HHS.
3. Disclose expanded information to any individual who requests an accounting of PHI disclosures.

O. Privacy Officer

The Plan's Privacy Officer is currently Compensation Programs of Ohio, 33 Fitch Boulevard, Austintown, OH 44515, phone number (800) 435-2388.

III. CONCLUSION

As stated in the Introduction, this Summary Description should be read in conjunction with the SPD and SBC. Information contained in this Summary Description supersedes what is contained in the SPD and SBC. However, this Summary Description changes only the provisions to which it specifically refers and any other provisions in the SPD and SBC have not been materially modified.

**THE BOARD OF TRUSTEES OF
THE INSULATORS LOCAL 84 HEALTH CARE PLAN**