

**AMENDMENT TO THE  
AIRCONDITIONING AND REFRIGERATION INDUSTRY  
HEALTH AND WELFARE TRUST FUND  
SUMMARY PLAN DESCRIPTION**

The Summary Plan Description (SPD) is amended as follows:

1. Effective January 1, 2006, Section I is amended by adding the following after the fifth paragraph under the heading "Eligible Dependents" on page 1:

"If you decline enrollment for your Dependents because of other group health insurance coverage, and your Dependents then lose that coverage (or if the employer stops contributing toward your Dependents' other coverage), you and your eligible Dependents have a right to Special Enroll in this Plan. In order to do so, you must request enrollment from the Trust Fund Office within 30 days after the other coverage ends (or after the employer stops contributing towards the other coverage), provided that you have maintained eligibility or are on COBRA continuation coverage under the Plan upon the loss of that other coverage.

If you acquire a new Dependent as a result of marriage, birth, adoption, or placement for adoption, your Dependent will have a right to Special Enroll in the Plan provided that you request Special Enrollment with the Trust Fund Office within 30 days after the marriage, birth, adoption, or placement for adoption. If you timely request to special enroll in the Plan due to birth, adoption or placement for adoption of a dependent child, the coverage will become effective as of the date of the child's birth, adoption or placement for adoption. If a timely Special Enrollment request is made due to marriage, coverage under the Plan will become effective as of the first day of the month after the month in which the Special Enrollment was made."

2. Effective November 22, 2005, Section II is amended by revising paragraph number 3. under the heading "What Happens if I Return to Covered Employment or other Approved Employment within the Air Conditioning and Refrigeration Industry?" on page 6 to read as follows:

"3. City and/or civil service work performing air conditioning or refrigeration work."

3. Effective January 1, 2006, Section II is amended by revising the first paragraph under the heading "Are My Dependents Eligible?" on page 7 to read as follows:

"Your lawful spouse is eligible as a Dependent provided you have been married for at least one year at the time of your retirement and are not legally separated. If you have been married less than one year at the time of your retirement, or if you marry after your retirement, your new spouse will be eligible as a Dependent after

one year following the date of the marriage. Your dependent children are NOT eligible unless you are receiving a disability pension.”

4. Effective January 1, 2006, Section III is amended by revising the first paragraph under the heading “When to Make Your Health Plan Selection” on page 11 to read as follows:

“You are given the opportunity to make your plan selections when you first become eligible for benefits. Eligible retirees are given the opportunity to make plan selections when they first become eligible for pension benefits from the Retirement Trust Fund. Once enrolled in the plans you have selected, you may change your selections during the Plan’s annual Open Enrollment Period, which will be held during the month of March each year. The changes you make will be effective May 1st. You may also change your selection if you are enrolled in one of the HMOs and / or a prepaid dental plan and you move away from their service areas.

If you and/or your eligible Dependents have a Special Enrollment Right while you are eligible for benefits as an Active Participant or are on COBRA continuation coverage under the Plan, you and your Dependents may have the right to Special Enroll in any benefit plan option for which you are eligible under the Plan. (For example, if you are enrolled in the Fee-For-Service Medical Plan and subsequently obtain a new Dependent, you have the option of enrolling your Dependent in the Fee-For-Service Medical Plan with you, or enrolling you and your eligible Dependent in one of the HMO options, provided that you are otherwise eligible to enroll in an HMO option).”

5. Effective January 1, 2006, Section V is amended by revising the second paragraph under the heading “Certificate of Former Group Health Plan Coverage” on page 22 to read as follows:

“As required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), if you or your Dependent(s) lose coverage under the Plan, you will be furnished with a certificate of former plan coverage. You may need the certificate if your new plan excludes coverage for pre-existing conditions. If you are eligible for COBRA coverage, the certificate will be mailed when a notice for a qualifying event under COBRA is required, and after COBRA coverage stops.

You may request a certificate while you are covered under the Plan or within 24 months after losing coverage. This request also can be made by another individual on behalf of you or your Dependents. For example, an individual who was previously covered under the Plan may authorize a subsequent health plan in which the individual is enrolled to request a certificate of the individual’s creditable coverage from the Plan. An individual is entitled to receive a certificate upon request even if the plan has previously issued a certificate to that individuals.

A request for a certificate of former plan coverage should be addressed to the Trust Fund Office, Attn: Eligibility Department, Airconditioning and Refrigeration Industry Health and Welfare Trust Fund, 1380 S. Sanderson Avenue, Anaheim, CA 92806, (714) 917-6100. Telephone requests will be accepted only if the coverage certificate is mailed to the address that the Plan has on file for the individual for whom the certificate is requested. Other requests must be made in writing.

All requests must include:

- The name of the individual for whom the coverage certificate is requested;
- The last date that the individual was covered under the Plan;
- The name of the participant that enrolled the individual in the Plan; and
- A telephone number where the individual requesting the coverage certificate may be reached.

Requests that are required to be made in writing must also include:

- The name of the person making the request and evidence of that person's authority to request and receive the coverage certificate on behalf of the individual;
- The address to which the coverage certificate should be mailed;
- And the requester's signature.

After receiving a request that meets these requirements, the Plan will provide a coverage certificate within a reasonable time."

6. Effective January 1, 2006, Section VI is amended by adding the following definition on page 25:

**"SPECIAL ENROLL, SPECIAL ENROLLMENT OR SPECIAL ENROLLMENT RIGHT:** The right you and/or your eligible Dependents have to enroll in the Plan outside the Open Enrollment Period upon the occurrence of certain events."

7. Effective January 1, 2006, Section VII is amended by revising the first paragraph under the heading "Lifetime Maximum Benefit" on page 26 to read as follows:

~~"The lifetime maximum benefit is \$500,000 per person. This means that no more than \$500,000 will be paid in Comprehensive Medical Benefits for a covered Participant or eligible Dependent. If your lifetime maximum benefit is reached while you are eligible for benefits as an Active Participant or are on COBRA continuation coverage, you may have a right to Special Enroll in one of the HMO options, provided that you are otherwise eligible to enroll in an HMO option."~~

8. Effective November 22, 2005, the following shall be added at the end of the “Exclusions and Limitations” section under Section XI on page 41:

“The following limitations apply to Covered Dental Expenses:

1. Full mouth x-rays are limited to every two years.
2. Bite-wing x-rays are limited to every six months.”

9. Effective April 14, 2003, the following Section is inserted after Section XXIII:

**“XXIV. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION**

1. The Airconditioning and Refrigeration Industry Health and Welfare Trust Fund (the “Plan”) will use and disclose Protected Health Information (“PHI”) to the extent permitted and in accordance with the Health Insurance Portability and Accountability Act of 1996, and regulations issued thereunder, including, without limitation, those regulations at 45 CFR. Parts 160 through 164 (“HIPAA”). Specifically, the Plan will use and disclose PHI for purposes related to health care treatment, payment for health care, and health care operations.
2. Subject to obtaining written certification as required in subparagraph 4 below, the Plan may disclose PHI to the Plan’s Board of Trustees (the “Plan Sponsor”), provided the Plan Sponsor does not use or disclose such PHI except:
  - To perform administrative functions which the Plan Sponsor performs for the Plan;
  - To obtain premium bids from insurance companies, HMOs or other health plans for providing group insurance coverage under the Plan;
  - To modify, amend, or terminate the Plan; or
  - As permitted by the Plan, or as required by law.
3. In no event shall the Plan Sponsor be permitted to use or disclose PHI in a manner that is inconsistent with 45 CFR §164.504(f). The Plan shall not disclose PHI to the Plan Sponsor unless the Plan Sponsor agrees to:
  - Not use or further disclose the PHI other than as permitted by the Plan, or as required by law.
  - Ensure that any agent (including a subcontractor) who receives PHI from the Plan, agrees in advance to the same restrictions and conditions that apply to the Plan Sponsor with respect to the PHI.

- Not use or disclose the PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.
  - Report to the Plan any use or disclosure of the information that is inconsistent with the uses or disclosures permitted herein.
  - Make available to a Participant, his or her PHI in accordance with 45 CFR §164.524.
  - Make available to a Participant who requests an amendment to his or her PHI, and incorporate any amendments to his or her PHI in accordance with 45 CFR §164.526.
  - Make available to a Participant who requests an accounting of disclosures of his or her PHI, the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528.
  - Make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with 45 CFR §164.504(f).
  - If feasible, return or destroy all PHI received from the Plan that the Plan Sponsor maintains in any form and retain no copies of such information when no longer needed for the purpose for which the disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
  - Ensure that the adequate separation required by 45 CFR §164.504(f)(2)(iii) between the Plan and the Plan Sponsor exists.
4. The Plan shall 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 the provisions of 45 CFR §164.504(f)(2)(ii), and that the Plan Sponsor agrees to the conditions of disclosure described above.
5. Notwithstanding any other provision herein, the Plan may disclose Summary Health Information to the Plan Sponsor, provided such Summary Health Information is only used by the Plan Sponsor for the purpose of:
- Obtaining premium bids from health plan providers for providing health insurance coverage under the Plan; or
  - Modifying, amending, or terminating the Plan.

6. The Plan may disclose enrollment and disenrollment information and information on whether individuals are participating in the Plan to the Plan Sponsor, provided such enrollment and disenrollment information is only used by the Plan Sponsor for the purpose of performing administrative functions that the Plan Sponsor performs for the Plan.
7. The Plan Sponsor shall only allow access to PHI to the Privacy Officer, the Administrator, employees on the Administrator's benefits staff and accounting staff with responsibility for supporting and performing administrative functions for the Plan, and members of the Plan's Board of Trustees. Such persons shall only have access to and use such PHI to the extent necessary to perform the appropriate supporting and administrative functions that the Plan Sponsor performs for the Plan. In the event that any such person does not comply with the provisions of this Section, the Plan Sponsor shall take appropriate action for resolving the non-compliance, including disciplinary action, if appropriate.
8. For purposes of this Amendment, the following terms shall have the meaning described below unless otherwise provided by the Plan:
  - "Protected Health Information" means information that is created or received by the Plan and relates to the past, present, or future physical or mental health or condition of a member; the provision of health care to a member; or the past, present, or future payment for the provision of health care to a member, and that identifies the member or for which there is a reasonable basis to believe the information can be used to identify the member. Protected Health Information includes information of persons living or deceased.
  - "Summary Health Information" means information that may be individually identifiable health information, and: (i) that summarizes the claims history, claims expenses, or type of claims experienced by individuals for whom a plan sponsor has provided health benefits under a group health plan; and (ii) from which the information described at 45 CFR § 164.514(b)(2)(i) has been deleted, except that the geographic information need only be aggregated to the level of a five digit zip code."

10. Effective April 20, 2005, the following Section is inserted as Section XXV.

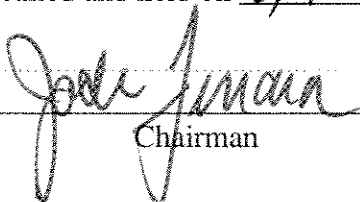
**“XXV. PROTECTION OF ELECTRONIC PROTECTED HEALTH INFORMATION**

1. The Plan Sponsor will reasonably and appropriately safeguard electronic Protected Health Information (“ePHI”) created, received, maintained, or transmitted to or by the Plan Sponsor on behalf of the Plan. Accordingly, the Plan Sponsor will:
  - Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that the Plan Sponsor creates, receives, maintains, or transmits on behalf of the Plan;
  - Ensure that the adequate separation required by 45 CFR §164.504(f)(2)(iii) is supported by reasonable and appropriate security measures;
  - Ensure that any agent, including a subcontractor, to whom the Plan Sponsor provides such ePHI agrees to implement reasonable and appropriate security measures to protect the information; and
  - Report to the Plan any security incident (as such term is defined in 45 CFR §164.304) of which the Plan Sponsor becomes aware.
2. For purposes of this Section, the terms “Plan Sponsor”, “Protected Health Information”, and “Plan” shall have the meanings proscribed in Section XXIV of this Summary Plan Description.”

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**CERTIFICATE OF ADOPTION OF AMENDMENT**

The undersigned Chairman and Secretary of the Board of Trustees of the Airconditioning and Refrigeration Industry Retirement Trust Fund do hereby certify that the foregoing Amendment to the Summary Plan Description was duly adopted by the Board of Trustees at a meeting duly called and held on 2/21, 2006.

  
Chairman

  
Secretary