SAN BERNARDINO COUNTY

Human Resources
Employee Benefits and Services

Open Enrollment
EMPLOYEE BENEFITS GUIDE

2020 Road Map to HEALTH

OPEN ENROLLMENT DATES:
JUNE 1 — JUNE 21, 2020

Open Enrollment

YOUR 2020 ROAD-TRIP TO HEALTH CHECKLIST

Open enrollment is June 1 through June 21, 2020

- ✓ Visit hr.sbcounty.gov/employee-benefits to learn more about your benefit options or to view a recorded open enrollment meeting
- ✓ Check important dates and open enrollment meeting schedule
- ✓ Review the medical, dental and vision plan highlights and comparison charts and life insurance information
- ✓ Enroll or make changes using the EMACS self-service system at: emacsapp.sbcounty.gov
- ✓ Submit any additional required documentation to Employee Benefits by Thursday, July 2, 2020

Detailed benefit plan information and more can be found in this guide or online at:
hr.sbcounty.gov/employee-benefits | **(909) 387-5787** | **ebsd@hr.sbcounty.gov**

WHAT'S NEW & DIFFERENT FOR PLAN YEAR 2020–21

FLEXIBLE SPENDING ACCOUNT (FSA)

The annual maximum contribution for flexible spending accounts (FSA) will increase to $2,750. FSA is a great way to save money by paying for certain medical care expenses with pre-tax dollars. The FSA plan is convenient and easy to use.

PROTECTED MEDICAL LEAVES ADMINISTRATION

Protected leaves and disability benefits will be administered by Metropolitan Life Insurance Company (MetLife), with the additional of Employee Assistance Program (EAP) benefits effective July 18, 2020.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

MetLife's EAP services include 5 short-term, solution focused, counseling consultations per incident per calendar year to each eligible employee, which can be accessed via in person, video, phone, or chat. Consultation topics include coaching on finance & legal, parenting, health & wellness, and many more areas.

You are encouraged to reference this guide throughout the year.

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AS YOU ENROLL

This guide is designed to help you understand your benefit enrollment options for plan year 2020-21. Benefit elections will become effective July 18, 2020. Included are summaries of your plan choices, for benefits such as medical, dental, vision, life insurance, accidental death & dismemberment and retirement options.

Benefits vary depending on the bargaining unit that you are a member of, please check your applicable benefit summary for details at hr.sbcounty.gov/employee-benefits/medical-dental-vision-plans or your Memorandum of Understanding (MOU), Compensation Plan, Salary Ordinance or Employment Contract. Additional benefit information is contained within this guide to assist you in making election choices such as comparison charts and plan contact information. Please read your materials carefully, and choose the plans that best meet your needs.

Disclaimer: This guide is intended as a summary reference, however contract documents prevail in all circumstances.

2020 OPEN ENROLLMENT MASTER SCHEDULE

JUN 1	MON	**Open enrollment begins!** **This means that it is very important for employees to review, update, and/or submit their enrollment for their benefits through 'Benefits Enrollment' in EMACS self-service. You may also make the following changes as needed:** • Enroll/Change a medical, dental, and/or vision plan • Add dependents to or remove them from your medical, dental, and/or vision plans • Opt-out of a County-sponsored medical plan and/or dental plan (other comparable group coverage required) • Change your refundable/non-refundable retirement contribution election (availability of option based on your SBCERA membership date, applicable MOU, and/or provisions of the Public Employees' Pension Reform Act (PEPRA)) • Enroll in the Flexible Spending Account (FSA). If you choose to participate in the FSA Plan, **you must enroll every year,** even if you are currently participating • Enroll self or eligible dependent(s) in Supplemental Life and/or Accidental Death and Dismemberment (AD&D) insurance • Change your before-tax and after-tax benefit premium deduction elections • Add/change your beneficiary information • Enroll or dis-enroll from MBO Should you need help with completing your online open enrollment, one-on-one assistance is available 7:30 a.m. to 5:00 p.m. Monday through Friday at Employee Benefits.
JUN 20	SAT	SBCERA rates change. Please view the 'Retirement Plan Highlights' section to review your rate.
JUN 21	SUN	**Open enrollment ends at midnight!** This is the deadline to submit your 2020-21 benefit elections using EMACS self-service.
JUL 2	THU	**Deadline to submit proof of dependency for newly added dependents and opt-out verification for new opt-outs.** Failure to provide documentation will result in denial of elections.
JUL 18	SAT	Effective date of coverage for changes made to medical, dental, vision, FSA, supplemental life and AD&D plans.
JUL 29	WED	Pay check deductions reflect open enrollment rate changes, except FSA deduction.
AUG 12	WED	Pay check deductions reflect FSA contribution changes.

2020–21 BI-WEEKLY PREMIUM RATE TABLE

Rates Effective July 4, 2020 | Coverage Effective July 18, 2020

Plan	Coverage Type	2020–2021 Published Bi-Weekly Rates	2019–2020 Published Bi-Weekly Rates	Dollar Change	Percentage (%) Change
Kaiser HMO	Employee Only	**$313.40**	$298.85	$14.55	4.87%
	Employee + 1	**$624.78**	$595.69	$29.09	4.88%
	Employee + 2	**$883.21**	$842.05	$41.16	4.89%
Kaiser Choice HMO	Employee Only	**$272.16**	$259.54	$12.62	4.86%
	Employee + 1	**$542.31**	$517.07	$25.24	4.88%
	Employee + 2	**$766.53**	$730.82	$35.71	4.89%
Blue Shield Signature HMO	Employee Only	**$274.09**	$259.42	$14.67	5.65%
	Employee + 1	**$546.19**	$516.84	$29.35	5.68%
	Employee + 2	**$772.03**	$730.51	$41.52	5.68%
Blue Shield Access+ HMO	Employee Only	**$238.13**	$225.40	$12.73	5.65%
	Employee + 1	**$474.28**	$448.81	$25.47	5.68%
	Employee + 2	**$670.28**	$634.24	$36.04	5.68%
Blue Shield PPO	Employee Only	**$509.02**	$481.68	$27.34	5.68%
	Employee + 1	**$1,035.30**	$979.58	$55.72	5.69%
	Employee + 2	**$1,605.82**	$1,519.33	$86.49	5.69%
Blue Shield Needles PPO**	Employee Only	**$574.48**	$543.61	$30.87	5.68%
	Employee + 1	**$1,168.08**	$1,105.20	$62.88	5.69%
	Employee + 2	**$1,808.86**	$1,711.42	$97.44	5.69%
DeltaCare USA DHMO	Employee Only	**$9.88**	$9.88	$0.00	0.00%
	Employee + 1	**$15.94**	$15.94	$0.00	0.00%
	Employee + 2	**$20.77**	$20.77	$0.00	0.00%
Delta Dental PPO	Employee Only	**$25.09**	$25.39	-$0.30	-1.18%
	Employee + 1	**$46.80**	$47.37	-$0.57	-1.20%
	Employee + 2	**$80.11**	$81.10	-$0.99	-1.22%

***For employees assigned to work in the Needles, Trona, and Baker work locations, the County has established a "Needles subsidy." The Needles subsidy is paid by the employee's department and is equal to the amount of the premium difference between the indemnity (i.e. PPO) health plan offered in these specific work locations and the lowest cost health plan provided by the County.*

Your benefits are an important part of your total compensation package.

County contribution towards the cost of coverage

The County helps you pay for your medical and dental insurance by making payments directly to the carriers. The amounts the County pays towards the cost of your coverage varies by bargaining unit, family size, hire date, plan selection, and the number of hours you work. For specific amounts, refer to the appropriate MOU, Compensation Plan, Salary Ordinance or Employment Contract.

Needles Subsidy Disclosure

Employees who are assigned to work locations in Needles, Trona, and Baker are eligible for the Needles subsidy.

It is the responsibility of the employee to notify Employee Benefits if assigned to a Needles subsidy eligible work location. Conversely, if an employee is receiving the Needles subsidy and their work location changes to a non-eligible location, the employee must notify Employee Benefits as soon as they are no longer assigned to a qualifying location.

To designate or change an election for the Needles Subsidy, employees must complete and submit the Premium Deduction Election Form found on EMACS Forms at cms.sbcounty.gov/emacs/Home.aspx to Employee Benefits or their payroll specialist.

If it is discovered that an employee has been receiving the Needles subsidy in error, the County will collect, through payroll deduction, any amount of the subsidy the employee received, but was not eligible.

For specific amounts, refer to the appropriate MOU, Compensation Plan, Salary Ordinance or Employment Contract at hr.sbcounty.gov/memorandas-of-understanding

A summary of benefits by occupational unit can also be found on Countyline at hr.sbcounty.gov/employee-benefits/benefits-occupational-unit

CONTACT INFORMATION

	Phone	Email/Website
Employee Benefits 175 West Fifth Street, 1st Floor San Bernardino, CA 92415-0440 Interoffice Mail Code: 0440	(909) 387-5787	ebsd@hr.sbcounty.gov hr.sbcounty.gov/employee-benefits
Wellness Program • My Health Matters! • Steps to Success • Employee Discount Program	(909) 387-5842	mhm@hr.sbcounty.gov hr.sbcounty.gov/employee-benefits/employee-wellness-program www.healthycommunity.ca/sbhr/default.aspx?Site=Employee sbcounty.perkspot.com
Commuter Services	(909) 387-9640	hrcommuterservices@sbcounty.gov hr.sbcounty.gov/commuter-services
Flexible Spending Account (FSA)	(909) 387-5648	hrfsadcap@hr.sbcounty.gov hr.sbcounty.gov/employee-benefits/flexible-spending-accounts-fsa
Blue Shield of California P.O. Box 272540 Chico, CA 92927-2540	(855) 599-2657	www.blueshieldca.com www.blueshieldca.com/cosb
Blue Shield Mental Health Service Administration P.O. Box 719002 San Diego, CA 92171-9002	(877) 263-9952	
Teladoc	(800) 835-2362	www.teladoc.com/bsc
Kaiser Permanente P.O. Box 7004 Downey, CA 90242-7004	(800) 464-4000	www.kp.org my.kp.org/sbcounty
Kaiser Permanente Mental Health Services	(866) 205-3595 Appointments (800) 900-3277 Member help line	
Kaiser Permanente Release of Information 17284 Slover Ave., Palm Court II, Suite 202, Fontana, CA 92337	(909) 609-3200	
Telemedicine (appointments available Monday-Friday 7am to 7pm)	(888) 750-0036 Fontana & Ontario Medical Center (866) 984-7483 Riverside and Moreno Valley Medical Center (800) 780-1277 Baldwin Park Medical Center	
Delta Dental 100 First Street San Francisco, CA 94105	(855) 244-7323	www.deltadentalins.com
EyeMed Vision P.O. Box 8504 Mason, OH 45040-7111	(877) 406-4146	www.eyemed.com
MetLife P.O. Box 14590 Lexington, KY 40512-4590	(877) 638-8269 Fax: (800) 230-9531	mybenefits.metlife.com

CONTACT INFORMATION

	Phone	Email/Website
Securian Financial 400 Robert Street St. Paul, MN 55101 Attn: Group Administration Dept.	(866) 293-6047	www.securian.com
Voya Financial 1030 Nevada Street, Suite 203 Redlands, CA 92374	(909) 748-6468 (800) 584-6001	cosb.beready2retire.com
Board of Retirement (SBCERA) 348 W. Hospitality Lane, Suite 100 San Bernardino, CA 92408	(909) 885-7980 (877) 722-3721	www.sbcera.org

SUMMARY OF BENEFITS AND COVERAGE

You may view Summary of Benefits and Coverage (SBC) information for the County's medical plans online at hr.sbcounty.gov/employee-benefits/evidence-of-coverage

ELIGIBILITY AND ENROLLMENT

As a condition of County employment, you must enroll in a County-sponsored or union-sponsored, if eligible, medical and dental plan unless you have other employer-sponsored group medical and/or dental insurance.

Eligibility

To be eligible for the benefits listed in this guide you must meet ALL of the following criteria:

1. Be offered benefits through a MOU, Compensation Plan, Salary Ordinance or Employment Contract

2. Be an employee in a regular position scheduled to work a minimum of 40 hours per pay period

3. Have received pay for at least one half plus one of your scheduled hours (or be on an approved leave pursuant to applicable law). Safety employees must be scheduled and paid for a minimum of 41 hours a pay period.

Dependent Eligibility

If you are eligible to participate in County-sponsored medical and dental plans, your eligible dependents may also participate. Your eligible dependents are:

✓ Your legal spouse

✓ State registered domestic partner

✓ Your children up to age 26

- Naturally born child, legally adopted child, a step-child, registered domestic partner's child or a child that is under your permanent legal guardianship
- Your children over age 26 who are permanently mentally or physically disabled and rely on you for support, subject to carrier approval

✓ Qualifying relative

Qualifying relatives who are eligible for medical and dental coverage are limited to your spouse, your domestic partner's children, and your grandchildren (for Kaiser Permanente members only). For full details on eligible criteria, view the Kaiser EOC.

Benefits Calculator Available Online

The benefits calculator can help you determine how much bi-weekly out-of-pocket expense you will have for the selected benefits of your choice. To access the benefits calculator online visit the Employee Benefits web page at hr.sbcounty.gov/benefits-calculator

Opt-Outs and Waives of Coverage to County Employees

If you have other employer-sponsored group medical and/or dental insurance that offers coverage comparable to a County-sponsored plan, or are covered by another County employee, you may elect to opt-out of the County-sponsored medical and/or dental insurance or waive coverage to the subscribing employee.

You must provide proof of other employer-sponsored group insurance that includes the effective date of the coverage. If you fail to provide the required documentation, your previous County-sponsored medical and/or dental plan coverage will be reinstated.

Qualifying Life Events

At times in your life you will have changes in your family that may affect your benefits. You can make benefit changes that correspond with the type of life event you are experiencing. If you do not experience a qualifying life event then your elections cannot be changed for the remainder of the plan year until next open enrollment. At the County, you have 60 days to make benefit elections when you experience any of the listed qualifying life events on pages 8-9.

Effective Date of Mid-Year Changes: All mid-year changes have a deadline of 60 days from when they occur, however, elections made within 30 days of hire or a HIPAA special enrollment event (e.g., gain of a dependent through birth, marriage, or adoption) will be processed retroactively. All other elections shall be effective prospectively.

NEWBORN CHILDREN: Newborn children must be enrolled in County plan coverage to receive benefits under the plan. Failure to enroll your newborn in a County plan will result in your newborn not having coverage from date/time of birth forward. Please note, should this occur you will be liable for any services and/or expenses incurred.

Blue Shield Members: The newborn will be assigned under the medical group to which the mother (parent) is assigned for the first 30 days following birth; after 30 days they will be assigned to the physician/group designated on the enrollment form.

Kaiser Members: The newborn will automatically be covered for 31 days from the date of birth.

Note: Please refer to the County's Section 125 Plan Document on the Section 125 webpage: hr.sbcounty.gov/employee-benefits/section-125

Over Age Dependent (OAD)

Dependent Relationship to Subscriber	Blue Shield Delta Dental EyeMed Vision	Kaiser
Disabled Dependent over the age of 26 is defined as: Unmarried, dependent child who is permanently and totally disabled and unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment and provides and physician's certification annually for as long as the disability continues.	May enroll a disabled dependent within 60 days from the disabled date. Subject to receipt and approval of Physician's certification.	
	Continued Enrollment: Disabled dependents must be enrolled in the plan upon attaining the age of 26 in order to continue enrollment. If the disabled dependent discontinues enrollment at any time after attaining age 26, they will not be allowed to re-enroll for coverage (e.g. there must be no break in coverage).	**Continued Enrollment:** No prior enrollment requirement. Subject to receipt and approval of Physician's certification.

Subject to carrier approval

QUALIFYING LIFE EVENTS

QUALIFYING LIFE EVENT	MID-YEAR CHANGE		DOCUMENTATION REQUIRED (All documentation must be submitted within 60 days of the event)
	MEDICAL/DENTAL/ VISION	FSA	
New Hire	Employee has 7 days to enroll, failure to make an election will result in automatic enrollment in the lowest cost health and dental plan on an after-tax basis	Employee may enroll	• Premium Deduction Election Form • Medical/Dental/Vision Enrollment Forms • Medical Expense Reimbursement (FSA) Plan Enrollment Form • If adding dependents or spouse/domestic partner then birth certificate(s) and marriage certificate
Gain of dependent(s) • marriage • domestic partnership • birth/adoption/ placement for adoption	Employee may enroll newly eligible dependent(s)	Employee may enroll or increase annual election amount	• Premium Deduction Election Form • Medical Expense Reimbursement (FSA) Plan Enrollment Form or Medical/Dental/ Vision Plan Enrollment - Change Form • marriage certificate, state registered domestic partner certificate and/or birth certificate(s) or hospital printout of birth • Adoption or Placement for Adoption court order
Loss of dependent(s) • divorce or annulment • domestic partnership termination • death	Employee must remove dependent; may enroll self and eligible dependent(s)	Employee may enroll, increase or decrease annual election	• Premium Deduction Election Form • Medical Expense Reimbursement (FSA) Plan Enrollment Form or Medical/Dental/ Vision Plan Enrollment - Change Form • divorce, legal separation, annulment, or termination of domestic partnership decree • death certificate • marriage/birth certificate(s)
Judgment, decree, or order resulting from divorce, annulment	Employee may enroll dependent(s)	Employee may enroll or increase annual election amount	• Premium Deduction Election Form • Medical Expense Reimbursement (FSA) Plan Enrollment Form or Medical/Dental/ Vision Plan Enrollment - Change Form • judgment, decree or order • birth certificate(s)
Gain of coverage through spouse/domestic partner's employer	Employee may opt-out (self) and/or remove dependent(s)	Employee may cease or decrease annual election	• Premium Deduction Election Form • Medical Expense Reimbursement (FSA) Plan Enrollment Form or Medical/Dental/ Vision Plan Enrollment - Change Form • proof of spouse/domestic partner's employer-sponsored coverage that includes the effective date
Dependent gain of coverage through a federal or state healthcare exchange	Employee may remove dependent(s).	No change is permissible	• Premium Deduction Election Form • Medical Plan Enrollment Form • proof of other coverage and effective date
Loss of spouse's/domestic partner's employment	Employee must enroll self if coverage is lost and may enroll dependent(s)	Employee may enroll or increase annual election amount	• Premium Deduction Election Form • Medical Expense Reimbursement (FSA) Plan Enrollment Form or Medical/Dental/ Vision Plan Enrollment - Change Form • proof of spouse's employment and benefit plan loss that includes loss of coverage effective date • marriage/birth certificate(s)
Change in employment status	Employee may elect to enroll self and dependent(s) if change caused employee to gain eligibility	Employee may elect to enroll and increase or decrease annual election amount	• Premium Deduction Election Form • Medical Expense Reimbursement (FSA) Plan Enrollment Form or Medical/Dental/ Vision Plan Enrollment - Change Form • proof of employment status change • marriage/birth certificate(s)

QUALIFYING LIFE EVENTS *(continued)*

QUALIFYING LIFE EVENT	MID-YEAR CHANGE		DOCUMENTATION REQUIRED (All documentation must be submitted within 60 days of the event)
	MEDICAL/DENTAL/ VISION	FSA	
Dependent ceases to satisfy plan eligibility requirements (i.e. overage disabled dependent)	Employee must remove dependent(s)	Employee may decrease election	• Premium Deduction Election Form • Medical Expense Reimbursement (FSA) Plan Enrollment Form or Medical/Dental/ Vision Plan Enrollment - Change Form • proof of loss of eligibility (FSA only)
Dependent reaches age 26 (OAD) and relies on you for support and is permanently mentally or physically disabled	Employee may elect to keep dependent enrolled	No change is permissible	• Disabled Dependent Certification
Over Age Dependent (OAD) loses coverage under other parent's employer sponsored plan	Employee may elect to enroll over age dependent	Employee may elect to enroll or increase annual election	• Premium Deduction Election Form • Medical Expense Reimbursement (FSA) Plan Enrollment Form or Medical/Dental/ Vision Plan Enrollment - Change Form • Disabled Dependent Certification / birth certificate • proof of loss of coverage
Commencement of unpaid leave of absence	County contributions for health benefits will automatically cease and employee will be responsible for premium payments; failure to pay premiums will result in termination of coverage	Employee may cease or suspend annual election.	To cease/suspend annual FSA election amount, you must submit the following: • Premium Deduction Election Form • Medical Expense Reimbursement (FSA) Plan Enrollment Form
Return from unpaid leave of absence	If coverage terminated, employee may enroll dependent(s)	Employee may elect to enroll or reinstate annual election	• Premium Deduction Election Form • Medical Expense Reimbursement (FSA) Plan Enrollment Form • marriage/birth certificate(s)
Residence change results in gain or loss of eligibility	Employee may enroll or remove dependent(s)	No change is permissible	• Premium Deduction Election Form • Medical/Dental/Vision Plan Enrollment-Change Form • proof of residence change • marriage/birth certificate(s) (enroll only)
Self or dependent(s) becomes entitled or loses eligibility for Medicare or Medicaid	Employee may enroll or opt-out yourself or enroll or remove dependent(s)	No change is permissible	• Premium Deduction Election Form • Medical/Dental/Vision Plan Enrollment-Change Form • Opt-Out Agreement • proof of gain/loss of Medicare or Medicaid • marriage/birth certificate(s)

BLUE SHIELD SIGNATURE HMO

This is a general summary of Blue Shield Signature health maintenance organization (HMO) benefits. A more complete description of benefits and coverage, including limitations and exclusions, is contained in the plan documents and evidence of coverage document (EOC). If there are any discrepancies between the information contained in this summary and the provisions of the plan documents, the provisions of the plan documents will prevail.

Blue Shield Signature HMO is a plan that offers Level II preferred provider organization (PPO) access. The HMO provision requires that you select a primary care physician (PCP) from one of the Blue Shield participating physician groups. Under Level I (the HMO), you receive all of your care from within your PCP's network of participating physicians, hospitals, and other health care providers. Under Level II (the PPO access), you are allowed consultations with a doctor outside of your participating physician group, but within Blue Shield's PPO network, without a referral from your PCP.

BLUE SHIELD ACCESS+ HMO

This is a general summary of Blue Shield Access+ HMO benefits. A more complete description of benefits and coverage, including limitations and exclusions, is contained in the plan documents and evidence of coverage document (EOC). If there are any discrepancies between the information contained in this summary and the provisions of the plan documents, the provisions of the plan documents will prevail.

Blue Shield Access+ HMO is a health maintenance organization (HMO) plan that offers members the ability to self-refer to a specialist within their medical group for certain services. The Access+ HMO requires that you select a primary care physician (PCP) from one of the Blue Shield participating physician groups.

With Blue Shield's Access+ HMO, you receive all of your care from within your PCP's network of participating physicians, hospitals, and other health care providers, unless you are experiencing a life-threatening emergency.

BLUE SHIELD PPO & BLUE SHIELD NEEDLES PPO

Both the Blue Shield PPO and Blue Shield Needles PPO are preferred provider organizations (PPO). A PPO is a medical plan that offers you a choice between an in-network group of providers who offer their services at discounted rates and out-of-network providers without discounted rates. Under a PPO plan, you may choose the level of benefits you receive based on the providers you use when you receive care.

With Blue Shield PPO and Blue Shield Needles PPO, you may obtain care from an in-network or out-of-network provider. It's your choice. However, when you receive your medical care from in-network, or PPO providers, the plan pays 80% of most covered expenses. Some covered expenses are paid only after you have paid the deductible. If you use out-of-network providers, benefits will be 70% of usual, customary, and reasonable (Allowable Amount) services for the area. You will pay 30% of the Allowable Amount and all charges above the Allowable Amount. With out-of-network providers, the plan cannot guarantee that your chosen provider will charge fees common to the area, so your out-of-pocket costs could exceed 30%.

You pay a calendar year deductible before the plan pays for certain services obtained from an in-network ("participating") or out-of-network ("nonparticipating") provider as follows:

- ✓ Shield PPO – $250 per member, $500 per family
- ✓ Shield Needles PPO (out-of-network) – $250 per member, $500 per two-party, $750 per family

ADDITIONAL BLUE SHIELD BENEFITS

Urgent Care

Accessing Urgent Care is simple as a Blue Shield member. As a member of the Shield Signature or PPO plan, you can use any Blue Shield HMO or PPO network urgent care. If you are an Access+ member, you must use an urgent care that is affiliated with your medical group when in the medical group's service area.

Emergency Care

Members who reasonably believe that they have an emergency medical condition which requires an emergency response are encouraged to appropriately use the "911" emergency response system where available. Members should go to the closest plan hospital for emergency services whenever possible.

If you obtain emergency services, you should notify your PCP within 24 hours after care is received unless it was not reasonably possible to communicate with the PCP within this time limit. In such case, notice should be given as soon as possible.

An emergency means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in any of the following:

1. Placing the member's health in serious jeopardy;
2. Serious impairment to bodily functions;
3. Serious dysfunction of any bodily organ or part.

If you receive non-authorized services in a situation that Blue Shield determines was not a situation in which a reasonable person would believe that an emergency condition existed, you will be responsible for the costs of those services.

Tele-Medicine – $0 Co-pay Access to care – anytime, anywhere

Telephone and video appointments are available 24/7 for non-emergency conditions such as allergies, colds, coughs and upper respiratory infections. Call (800) 835-2362 or register online at www.teladoc.com. You will need to provide your medical history prior to requesting a consultation. Dependents under 18 can be registered under your account; adult dependents must register for their own account.

Short-Term Out-of-Area Care

Outside of California: The Blue Shield Signature HMO provides coverage for you and your family for your urgent care service needs when you or your family are temporarily traveling outside of California. You can receive urgent care services from any provider; however, using the BlueCard® Program, described below, can be more cost-effective and eliminate the need for you to pay for the services when they are rendered and submit a claim for reimbursement.

NOTE: Authorization by Blue Shield is required for care that involves a surgical or other procedure or inpatient stay.

Out-of-area follow-up care is covered and services may be received through the BlueCard Program participating provider network or from any provider. However, authorization by Blue Shield is required for more than two out-of-area follow-up care outpatient visits. Blue Shield may direct the patient to receive the additional follow-up services from the PCP.

Within California: If you need urgent medical care, but are outside of your PCP service area, if possible, you should call the Blue Shield member services team. You may also locate a plan provider by visiting our web site at www.blueshieldca.com/fad. However, you are not required to use a Blue Shield of California plan provider to receive urgent care services. You may use any provider.

NOTE: Authorization by Blue Shield is required for care that involves a surgical or other procedure or inpatient stay.

Follow-up care is also covered through a Blue Shield of California plan provider and may also be received from any provider. However, when outside your PCP service area, authorization by BlueShield HMO is required for more than two out-of-area follow-up care outpatient visits. Blue Shield HMO may direct the patient to receive the additional follow-up services from the PCP. If services are not received from a Blue Shield of California plan provider, you may be required to pay the provider for the entire cost of the service and submit a claim to Blue Shield HMO. Claims for urgent care services obtained outside of your PCP service area within California will be reviewed retrospectively for coverage. When you receive covered urgent care services outside your PCP service area within California, the amount you pay, if not subject to a flat dollar copay, is calculated based upon Blue Shield's allowed charges.

BlueCard Program: Blue Shield has a variety of relationships with other Blue Cross and/or Blue Shield Plans and their licensed controlled affiliates (licensees) referred to generally as inter-plan programs. Whenever you obtain healthcare services outside of California, the claims for these services may be processed through one of these inter-plan programs.

When you access covered services outside of California, you may obtain care from healthcare providers that have a contractual agreement (i.e., are "participating providers") with the local BlueCross and/or Blue Shield licensee in that other geographic area (host plan). In some instances, you may obtain care from non-participating healthcare providers.

Please obtain full details on the Blue Card Program from the current Blue Shield EOC or by calling the Blue Shield member services team at (855) 599-2657.

Long-Term Out-of-Area Care

Students, long-term travelers, and families living apart can rely on access to routine care, urgent care, and emergency services in select states with the Away From Home Care® Program. Note that a 30-day notification is required prior to participation in the Away From Home Care® Program. You may call (800) 622-9402 to coordinate use of this benefit or for more information about availability and state-specific coverage.

Medical Transition of Care Benefit

As a new member, you are entitled to a medical review that may allow you to continue your current treatment plan due to a specific diagnosis for a specified time frame with your prior provider. Some examples of circumstances for you or a family member are:

- ✓ You are in the second or third trimester of pregnancy or a high-risk pregnancy and are currently established with an obstetrician.
- ✓ You are scheduled for surgery within 3 weeks after your effective date of coverage.
- ✓ You have documented follow-up care for surgery that was completed within 6 weeks prior to your effective date of coverage.
- ✓ You have complications resulting from surgery performed within the month prior to your effective date of coverage.
- ✓ You are presently undergoing a course of chemotherapy or radiation therapy.
- ✓ You are approved for or on a waiting list for a transplant.
- ✓ You have an acute or serious chronic condition.
- ✓ You are currently receiving outpatient mental health treatment or you are currently in a chemical dependency treatment program.

If you have a transition of care issue, please contact the Blue Shield member services team at (855) 599-2657 and ask for assistance with transition of care. Blue Shield will assign you a case manager to guide and assist you with your specific transition of care needs.

How to Enroll

New employees must enroll within 60 days of hire into an eligible position. Proof of dependent status is required for each dependent you enroll on the plan. Please refer to the Eligibility and Enrollment section of this guide for specific details.

What's Covered

While covered under Blue Shield, you can take advantage of comprehensive medical benefits. Please refer to the Medical Plans Comparison Chart of this guide for a summary of covered expenses. Remember, this guide only provides a summary of the benefits available through Blue Shield. The Blue Shield contract and EOC determines the exact terms, conditions, and applicable coverage exclusions.

How to Get in Touch with Blue Shield

Call Blue Shield member services team at (855) 599-2657 any time between 7:00 a.m. and 7:00 p.m. Monday – Friday or visit Blue Shield's web site at www.blueshieldca.com for more information.

KAISER PERMANENTE HMO PLANS

With this Kaiser Permanente health plan, you get a wide range of care and support to help you stay healthy and get the most out of life. Preventive care services — like routine physical exams, mammograms, and cholesterol screenings — are covered at no cost or at a copay, and you pay just a copay for other services covered by your plan. For some specialty care, you do not even need a referral. For more details about your plan, please see your evidence of coverage (EOC).

How the Plan Works

For covered services, you'll pay one set amount — your copay. Copays keep things simple and make it easy to know what to expect. For some supplemental services, like infertility treatments, you'll pay a percentage of the charges — that is called a coinsurance.

You also have an out-of-pocket maximum. It helps limit how much you'll pay for care. If you reach your maximum, you will not pay for covered services for the rest of the year. This helps protect you financially if you ever get seriously sick or injured. For a small number of services, you may keep paying copays or coinsurance after reaching your out-of-pocket maximum.

Emergency Care

If you think you have an emergency medical condition and cannot safely go to a Kaiser Permanente hospital, call 911 or go to the nearest hospital. Please see your evidence of coverage document (EOC) for more details on your coverage and benefits.

Tele-Medicine – $0 Co-pay Access to care – anytime, anywhere

Telephone appointments are available for non-emergency conditions such as allergies, colds, coughs and upper respiratory infections. Call (833) KP4CARE ((833) 574-2273), Monday through Friday, 7 a.m. to 7 p.m. and check if a video visit is appropriate for your condition. You must be over 18 and have had at least one face-to-face visit at Kaiser Permanente.

Care Away From Home

If you get hurt or sick while traveling, we'll help you get care. We can also help you before you leave town by checking to see if you need a vaccination, refilling prescriptions, and more. Just call our 24/7 Away from Home Travel Line at (951) 268-3900 or visit kp.org/travel.

How to Enroll

New employees must enroll within 60 days of hire into an eligible position. Please refer to the Eligibility and Enrollment section of this guide for specific details.

Manage Your Care Online (www.kp.org):

See how easy it is to stay on top of your care. When you register at kp.org, you get the most out of your membership — and can manage your health anytime, anywhere.

Your connection to great health and great care is only a click away on kp.org. When you register for an online account, you can access many time-saving tools and tips for healthy living. Visit kp.org anytime, anywhere, to:

- ✓ View most lab test results
- ✓ Refill most prescriptions
- ✓ Choose your doctor based on what's important to you, and change anytime
- ✓ Email your Kaiser Permanente doctor's office with nonurgent questions
- ✓ Schedule and cancel routine appointments
- ✓ Print vaccination records for school, sports, and camp

New Member Entry and Transition of Care

Changing to a new health plan does not have to be hard. That's why we are here to help make your transition to Kaiser Permanente as smooth and convenient as possible. Whether you have specialty care needs or a chronic condition, we are here for you. Our New Member Entry Department can help you.

Continuity of Care

Certain conditions and chronic illnesses may be eligible for our Continuity of Care program. These conditions could include (but are not limited to):

- ✓ Pending surgery
- ✓ Pregnancy
- ✓ Terminal illness

To learn more, call our New Member Entry Department and let them know your condition and current care needs. Call our New Member Entry Department at 1-(888) 956-1616, Monday through Friday, 7 a.m. to 7 p.m.

How to Get in Touch with Kaiser Permanente

Kaiser Permanente's member services team is available 24 hours, seven days a week, (except major holidays) at (800) 464-4000. You can also access their website at www.kp.org for more information. To obtain assistance with disability and protected leaves paperwork, contact Kaiser's Release of Information Department in Fontana at (909) 609-3200.

2020–21 Employee Benefits Guide

MEDICAL PLAN COMPARISON CHART

	Kaiser Traditional HMO	Kaiser Choice HMO	Blue Shield Signature HMO	Blue Shield Access+ HMO	Blue Shield PPO	
					In-Network	Out-of-Network
Deductibles/Maximums						
Calendar year (CY) Deductible	None	None	None	None	$250 individual $500 family	
Out-of-Pocket annual maximum (Some benefits excluded from the OoP maximum, refer to EOC for details)	$1,500 individual $3,000 family	$3,500 individual $7,000 family	$1,500 individual $3,000 family	$3,500 individual $7,000 family	$1,750 individual $3,500 family	$2,250 individual $4,500 family
Office/Outpatient Care						
Office visits	$10 copay	$40 copay	Level I - $10 copay Level II - $30 copay	$40 copay. Self-referral within PCP's Medical Group $50	$10 copay (CY deductible waived)	You pay 30%*
Preventive Services	No charge	No charge	No charge	No charge	No charge (CY deductible waived)	You pay 30%*
Specialists	$10 copay	$50 copay	$10 copay	$40 copay. Self-referral within assigned Medical Group $50	$10 copay (CY deductible waived)	You pay 30%*
Emergency Medical Care						
Emergency room	$50 copay (waived if admitted)	$150 copay (waived if admitted)	$50 copay (waived if admitted)	$50 copay (waived if admitted)	$50 per visit + 20%* ($50 waived if admitted) ER Physician Services: You pay 20%*	$50 per visit + 20%* ($50 waived if admitted & treated as in-network benefit) ER Physician Services: You pay 20%*
Urgent care	$10 copay	$40 copay	$10 copay	$40 copay	$10 copay (CY deductible waived)	30% after CY deductible
Diagnostic Services						
Laboratory and Pathology Tests	No charge	$10 copay	Level I - No Charge Level II - Covered only when performed in physician's office	You pay 40%	You pay 20%*	You pay 30%*
Diagnostic Tests and X-Ray	No charge	$10 copay MRI, most CT and PET: $100 copay	Level I - No Charge for CT, MRI, MUGA, PET. and SPECT Level II - Covered only when performed in physician's office	You pay 40%	You pay 20%*	You pay 30%*
Hospital Services						
Hospital care (Physician and Facility charges)	No charge for approved services obtained in a Kaiser Permanente or other approved facility	$500 per day	No charge	$100/admission plus 20% for facility services Physician services – no charge	You pay 20%*	You pay 30%*

***Member pays Calendar Year (CY) deductible before Blue Shield pays for Covered Services under the benefit Plan**

***Member pays Calendar Year (CY) deductible before Blue Shield pays for Covered Services under the benefit Plan**

Please note: This comparison chart only highlights benefits. The evidence of coverage document (EOC) and official plan documents contain comprehensive benefit details and govern your rights and benefits under each plan. If any discrepancy exists between this comparison chart and the official plan documents, the official plan documents will prevail.

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PLAN SUMMARIES

	Kaiser Traditional HMO	Kaiser Choice HMO	Blue Shield Signature HMO	Blue Shield Access+ HMO	Blue Shield PPO	
					In-Network	Out-of-Network
Surgical Services						
Hospital – In Patient Surgical Services	No charge (Facility and Physician services)	$500 per day	No charge (Facility and Physician services)	$100/admission plus 20%	Facility: You pay 20%* Physician: You pay 20%*	Facility: You pay 30%* Physician: You pay 30%*
Outpatient / Ambulatory Surgery Center	Physician Services – No charge Facility – $10 copay	$250 per procedure	No charge (Facility and Physician services)	Facility – 40% Physician services – No charge	Facility: You pay 20%* Physician: You pay 20%*	Facility: You pay 30%* Physician: You pay 30%*
Mental Health Care and Substance Abuse Treatment						
Outpatient services	$10 copay individual session $5 copay group session	$40 copay individual session $20 copay group session	1–3 visits – No charge $10 per visit thereafter	$40/office visit	Outpatient: 1–3 visits – No charge $10 per visit thereafter (Not subject to the Calendar-Year Deductible)	You pay 30% per visit
Inpatient services	No charge	$500 per day	No charge	$100/admission plus 20%	You pay 20%*	You pay 30%*
Prescription Drugs						
Prescription drugs (per fill) Includes Diabetic drugs and testing supplies	Pharmacy (up to 100 day supply): Generic – $10 copay Brand – $15 copay Mail order is voluntary	Pharmacy (30-day supply): Generic – $15 copay Brand – $35 copay Specialty – 30%, not to exceed $200 Mail order is voluntary. Up to 100-day Supply	Pharmacy (30-day supply): Generic – $5 copay Brand – $10 copay Non-Formulary - $25 copay Specialty – $10 copay Mail order is voluntary 90-day supply at discounted rate Pharmacy (retail and mail order) copays do not apply toward the out-of- pocket maximum.	Pharmacy (30 day supply): Tier 1 – $5 Tier 2 – $10 Tier 3 – $25 Tier 4/Specialty – 20% copay up to a max of $200/prescription Mail order is voluntary. 90 day supply for twice the retail copay.	Participating Pharmacy Pharmacy: $15 generic formulary $30 brand formulary $30 non-formulary Specialty Pharmacies: $15 per prescription (up to a 30-day supply) Mail order is voluntary 90 day supply at discounted rate	Non-Participating Pharmacy 25% of billed amount plus co-pay Pharmacy: $15 generic formulary $30 brand formulary $30 non-formulary Specialty Pharmacies: Not covered Mail order not covered
Other Services						
Chiropractic care	Not covered (25% discount off a contracted chiropractor's regular rates through authorized ASH Network)	Not covered (25% discount off a contracted chiropractor's regular rates through authorized ASH Network)	Not covered Discount program available	Not covered Discount program available	You pay 20%*	You pay 30%*
					Up to 30 visits per calendar year combined PPO/Out-of-Network maximum	
Physical and Occupational Therapy Speech Therapy	$10 copay	$40 copay	Level I - $10 copay Level II - $30 copay	$40 copay	You pay 20% (CY deductible waived)	You pay 30%*

***Member pays Calendar Year (CY) deductible before Blue Shield pays for Covered Services under the benefit Plan**

***Member pays Calendar Year (CY) deductible before Blue Shield pays for Covered Services under the benefit Plan**

Please note: This comparison chart only highlights benefits. The evidence of coverage document (EOC) and official plan documents contain comprehensive benefit details and govern your rights and benefits under each plan. If any discrepancy exists between this comparison chart and the official plan documents, the official plan documents will prevail.

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PLAN SUMMARIES

IMPORTANT NOTICE FROM THE COUNTY OF SAN BERNARDINO ABOUT YOUR PRESCRIPTION DRUG COVERAGE AND MEDICARE

Certificate of Creditable Medicare Prescription Drug Coverage

The County of San Bernardino hereby certifies that the prescription drug coverage it provides to Medicare-eligibles is expected to pay out, on average for all such participants, at least as much as the standard Part D coverage would pay. It is therefore designated as providing "creditable coverage," meaning that any participant who later enrolls in a Part D plan will not be charged a late-enrollment penalty.

If you have any questions about this notice, please call the County's Human Resources Department, Employee Benefits at (909) 387-5787, or request a copy in writing from the County of San Bernardino, Human Resources Department, Employee Benefits, 175 West Fifth Street, First Floor, San Bernardino, CA 92415-0440. You will be informed should any County plan lose its creditable coverage status.

MODIFIED BENEFIT OPTION

The Modified Benefit Option (MBO) provides eligible full-time employees in specific classifications the opportunity to earn a higher hourly rate. This benefit only applies to specific classifications in certain bargaining units. Check your MOU for details and to determine if you are eligible for this benefit.

How it Works:

- ✓ Employees in eligible classifications will receive additional compensation above their base rate of pay.
- ✓ Employees must complete the Modified Benefit Option Election Form should they elect to enroll.
- ✓ Contact your payroll specialist for enrollment assistance, there is no EMACS self-service option available for MBO enrollment.

To view the MBO benefit summary and for more information, please visit the MBO web page at: hr.sbcounty.gov/employee-benefits/modified-benefit-option

DENTAL CARE

This is a general summary of Delta Dental health maintenance organization (DHMO) and Delta Dental preferred provider organization (DPPO) plan benefits. A more complete description of benefits and coverage, including limitations and exclusions, is contained in the evidence of coverage document (EOC). If there are any discrepancies between the information contained in this summary and the provisions of the EOC, the plan document will prevail. EOCs can be obtained online at hr.sbcounty.gov/employee-benefits/evidence-of-coverage

Additionally, an overview of the most highly utilized plan benefits and their applicable copays can be found in the dental comparison chart within this guide. For a complete listing of plan benefits, please refer to the plan's EOC.

Delta Dental provides its members a full service website that allows you to access, view and print benefit details, DPPO claim status, provider search capabilities and printable ID cards.

How to Get In Touch With DeltaCare USA

For information, contact DeltaCare USA customer service at (855) 244-7323 from 5 a.m. to 6 p.m. Pacific Time, Monday through Friday or visit Delta Dental's website at www.deltadentalins.com

DELTACARE USA (DHMO)

When you enroll in DeltaCare USA, you must select a primary care dentist for yourself and your covered dependents. Each covered dependent can choose their own primary care dentist near their home or work.

You must utilize the selected primary care dentist for all of your dental services. If services are not obtained through the primary care dental office, or if DeltaCare USA has not authorized the services, those services will not be covered. If you require specialty care, your primary care dentist will refer you to a network specialist.

You should request a treatment plan, which outlines your out-of-pocket costs, from your dentist before proceeding with any recommended services.

Copayments

For most basic and preventative services, you pay no copays. For other services, you pay a small fee as described on your description of benefits and copayments, which can be obtained online at hr.sbcounty.gov/employee-benefits/medical-dental-vision-plans/delta-dental

Orthodontia Coverage

You and your covered dependents may obtain comprehensive and/or limited orthodontic care from any DeltaCare USA orthodontist of your choice. Pretreatment records and diagnostic services are covered at a $300 copayment for any proposed treatment phase.

For comprehensive orthodontic treatment, you pay a $490 startup (banding) fee along with a $40 copayment per month for 24 months of usual and customary treatment.

Please note: The 24-month allowance for orthodontic treatment is not on a per-treatment basis; this allowance is based on the lifetime of the plan.

DELTA DENTAL PPO

Delta Dental PPO allows you to elect care from an in-network or out-of-network dental provider. Whether you choose an in-network or out-of-network provider, your coverage includes a wide range of covered services. In-network and out-of-network costs will vary. To find out what your cost will be in advance, your dentist may request a predetermination of benefits from Delta, or you may contact Delta customer service to find out the percentage of coverage offered to you, based on your available annual maximum.

Coinsurance

Coinsurance varies by procedure. However, most preventive services will be provided at no cost to you from in-network providers (within maximum allowance limitations).

Orthodontia Coverage

You and your covered dependents may obtain orthodontic care from any licensed orthodontist of your choice. The plan pays 50% of your orthodontia expenses up to a lifetime maximum of $1,700.

Claim Forms

Under Delta Dental PPO, in-network dentists will submit a claim form directly to Delta Dental. If your dentist is not contracted (out of network) with Delta Dental, you may have to file your own claims. It is your responsibility to pay your dentist for services rendered and to submit all necessary claim forms.

DENTAL PLAN COMPARISON CHART

	Delta Dental DHMO	Delta Dental DPPO	
	In-Network Only	In-Network	Out-of-Network
Deductables, Maximums & Providers			
Calendar Year Deductable	None	None	None
Calendar Year Maximum	None	$1,700 per person (excluding orthodontia)	
Choice of Dentists	Choose from DeltaCare USA Provider network	Delta Dental PPO Dentists	Any Board Certified Dentist
Diagnostic and Preventative Services			
Periodic Oral Examination	No Charge	No Charge	No Charge
Prophylaxis (cleanings) 2 per calendar year	No Charge	No Charge	No Charge
Full Mouth X-Ray	No Charge	No Charge	No Charge
Adjunctive General Services			
External Bleaching - Self treatment with bleahcing tray & gel	$125 per arch	Not Covered	Not Covered
Occlusal Guard: Full or Partial Arch	$95 copay	25%	30%
Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth Tooth	$50 copay	No Charge	10%
Restorative Dentistry			
Amalgam ("silver" fillings) on primary or permanent teeth: 1, 2, 3 or 4 surfaces	No Charge	No Charge	10%
Resin composite (white fillings), anterior (front) teeth: 1, 2, 3 or 4 surfaces	No Charge	No Charge	10%
Resin composite (white fillings), posterior (molars) teeth: 1, 2, 3 or 4 surfaces	$45 - $75 copay	No Charge	10%

DENTAL PLAN COMPARISON CHART *(continued)*

	Delta Dental DHMO	Delta Dental DPPO	
	In-Network Only	In-Network	Out-of-Network
Periodontics			
Bone replacement graft – first site in quadrant	$195 copay	10%	10%
Gingivectomy/ gingivoplasty (gum surgery), per quadrant	$15 - $75 copay	10%	10%
Endodontics			
Root Canal	$30 - $90 copay	No Charge	10%
Puplotomy	No Charge	No Charge	10%
Oral Surgery			
Biopsy of soft oral tissue	No Charge	No Charge	10%
Local Anesthesia	No Charge	No Charge	No Charge
Extraction	$0 - $40 copay	No Charge	10%
Crowns and Bridges			
Crown – resin with predominantly base metal	$60 copay	25%	30%
Crown – full cast high noble metal (gold)	$160 copay	25%	30%
Crown – porcelain/ ceramic substrate	$195 copay	25%	30%
Prosthetics			
Complete upper or lower denture	$75 copay for either upper or lower	25%	30%
Upper or lower partial denture – resin base	$85 copay for either upper or lower	25%	30%
Repair broken complete denture base	$15 copay	No Charge	10%
Implants	Not Covered	25% - predetermination recommended	30% - predetermination recommended
Orthodontics			
Ortho Treatment Plan and Records	$300	50% of treatment cost + any cost over $1,700 (max. lifetime benefit $1,700)	50% of treatment cost + any cost over $1,700 (max. lifetime benefit $1,700)
Comprehensive orthodontic treatment	$490, plus $40 per month for usual and customary 24-month treatment	50% of treatment cost + any cost over $1,700 (max. lifetime benefit $1,700)	50% of treatment cost + any cost over $1,700 (max. lifetime benefit $1,700)
Limited ortho treatment of primary, transitional or adolescent teeth	$230, plus $40 per month for usual and customary 24-month treatment	50% of treatment cost + any cost over $1,700 (max. lifetime benefit $1,700)	50% of treatment cost + any cost over $1,700 (max. lifetime benefit $1,700)
Limited orthodontic treatment of the adult teeth	$430, plus $40 per month for usual and customary 24-month treatment	50% of treatment cost + any cost over $1,700 (max. lifetime benefit $1,700)	50% of treatment cost + any cost over $1,700 (max. lifetime benefit $1,700)

Please note: This comparison chart only highlights benefits, procedures may be subject to additional costs based on materials used and/or location of the tooth/teeth within the mouth. The evidence of coverage document (EOC) and official plan documents contain comprehensive benefit details and govern your rights and benefits under each plan. If any discrepancy exists between this comparison chart and the official plan documents, the official plan documents will prevail.

EYEMED VISION

The County of San Bernardino has contracted with EyeMed Vision Care to provide vision care benefits. Detailed plan information, including the EyeMed Vision Care master policy, can be obtained online at hr.sbcounty.gov/employee-benefits/medical-dental-vision-plans/eyemed-vision-care

The County of San Bernardino participates in a comprehensive plan that offers you every 12 months:

- ✓ No eye exam copayments
- ✓ Large nation-wide network of vision care providers
- ✓ Freedom to see any provider you choose
- ✓ Savings on retinal imaging
- ✓ 40% off on additional pairs of prescription eyewear
- ✓ 15% off Lasik retail
- ✓ Customer service representatives available 7 days a week and evenings

Register at eyemed.com to access benefit information, locator a provider, check claim status and print ID cards. You can also use your benefits with online retailers.

EyeMed members can also find great discounts and deals for a variety of vison related products and services on the Special offers page of the member portal at eyemed.com.

A more complete description of benefits and coverage, including limitations and exclusions, is contained in the EyeMed Master Policy.

If you are enrolled in more than one EyeMed Vision Care plan, you will receive the benefits of the plan that is presented at the time of service; the benefits do not coordinate.

How to Get in Touch with EyeMed Vision Care

For further information, please contact the EyeMed Vision Care customer care team at (877) 406-4146. Service representatives are available Monday–Saturday from 4:30 a.m. to 8:00 p.m. (PST) and Sunday from 8:00 a.m. to 5:00 p.m. (PST).

COBRA CONTINUATION COVERAGE

The County of San Bernardino, as required under provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA), offers employees and their qualified beneficiaries the opportunity to elect a temporary extension of coverage (called "continuation coverage" or "COBRA coverage") in certain instances where coverage would otherwise end due to certain qualifying events. Such events include:

- ✓ Divorce of a covered employee
- ✓ A covered employee becomes entitled to Medicare benefits
- ✓ A covered dependent ceasing to be a dependent child under the terms of the plan
- ✓ Death of a covered employee
- ✓ Termination of a covered employee's employment (for reasons other than gross misconduct) or reduction in the employee's hours of employment

Detailed definitions of qualified beneficiaries and qualifying events are contained in the law itself by visiting the employee guide at https://www.dol.gov/.

FLEXIBLE SPENDING ACCOUNTS (FSAs)

The County of San Bernardino offers two flexible spending accounts, Flexible Spending Account (FSA) and Dependent Care Assistance Program (DCAP), that allow an employee to set aside money on a pre-tax basis to cover the cost of medical and dependent care expenses. Employees are eligible to participate in the FSAs if they are covered under a MOU, Compensation Plan, Salary Ordinance or Employment Contract.

How the Plans Work

Eligible employees elect an annual contribution amount to be placed in their FSA and/or DCAP account. The annual contribution is made via bi-weekly payroll deductions in equal installments throughout the year. Participants can access their FSA and/or DCAP contributions in the following ways:

1. Using their FSA benefit card
2. Submitting a claim for approval online through the portal or via paper to EBSD by email, fax, or mail.

Eligible Expenses

The FSAs are used to pay for expenses not covered under your health plans or expenses that are incurred from child care or for the care of a disabled dependent, while you work.

Eligible health care expenses include:				Eligible dependent care expenses include:	
Coinsurance, Copays and Deductibles	Over-the-counter medicine and Prescriptions	Dental and Orthodontia	Eye Exams, Eyeglasses and Lasik Eye Surgery	Licensed nursery schools, qualified childcare centers, after school programs, summer camps, preschool	Adult daycare facilities

Enrollment

Employees are eligible to enroll into the FSA and/or DCAP during:

- ✓ FSA Open enrollment (Begins June 1st)
- ✓ DCAP Open Enrollment (Begins November 2nd)
- ✓ If the employee experiences a qualifying life event

Plan Year Periods	
FSA	**DCAP**
July 18, 2020 – July 30, 2021	January 1, 2020 – December 31, 2020

Contributions & Roll Over

The FSAs are used to pay for expenses not covered under your health plans or expenses that are incurred from child care or for the care of a disabled dependent, while you work.

	FSA	DCAP
Contribution	$2,750	$5,000
Roll Over	$500	No roll over

How to File a Claim:

STEP 1	
Fill out the correct claim form	
FSA	**DCAP**
Medical Expense Reimbursement Form	DCAP Reimbursement Request Form
NOTE: If claiming mileage, a print out of an online map source (i.e. google maps) that includes the starting and ending destination points and total miles traveled will need to be provided	
Include the following information to process claims	
FSA	**DCAP**
Date of services/products incurred	Name, date of birth, and relation of dependent
Name of the person who the expense was incurred for	Name, address, and taxpayer ID or social security number of dependent care provider
Dollar amount being claimed	Date(s) of services
Provider name	Amount claimed for reimbursement of dependent care expenses incurred
Expense category	
STEP 2	
Determine if you will be submitting a claim electronically or manually	
• Electronic: Submit claim and upload supporting documentation (e.g. receipts) online via the FSA/DCAP Participant Portal • Manual: Submit a paper reimbursement claim form and copies of supporting documentation to Mail: Employee Benefits and Services (EBSD) 175 W. Fifth Street, First Floor San Bernardino, CA 92415 Fax: (909) 387-5566 Email: hrfsadcap@hr.sbcounty.gov	
STEP 3	
Attach all supporting documentation from the provider, vendor or merchant (i.e. receipt, statement, or bill) that includes all of the following:	
• Description of service or product rendered • Payment received for expense • Amount paid to other party (i.e. insurance) for expense	
STEP 4	
Submit claim through the FSA/DCAP Participant Portal OR directly EBSD via mail, fax, or email	
NOTE: Claims for eligible expenses incurred within the plan year can be submitted for reimbursement no later than thirty-one (31) days after the end of the plan year	

SHORT-TERM DISABILITY (STD)

The County provides STD benefits to employees in the event of a non-work-related illness or injury that requires the employee to be off work more than seven (7) consecutive calendar days. STD benefits provide partial income replacement while the employee is off work. These benefits may be integrated with the employee's available leave accruals, and are paid and administered by Metropolitan Life Insurance Company (MetLife).

Eligibility

Your MOU, Compensation Plan, Salary Ordinance or Employment Contract governs your eligibility and benefit period for STD.

If you belong to one of the eligible groups, your coverage under the plan is automatic. Your bargaining unit has negotiated this benefit on your behalf to replace State Disability Insurance (SDI).

However, employees who participated in SDI at any time within the 18 months immediately prior to filing an STD claim, or employees who have a second job that participates in SDI, may be eligible to receive SDI benefits.

Filing a Claim

No later than your fourth day of absence, Call MetLife directly at (877) 638-8269, or file your claims online at mybenefits.metlife.com

You must also obtain the County required paperwork (Request for Extended Sick and Special Leave (RESSL) and Leave Integration Request forms) from your payroll specialist or download the forms from the intranet at cms.sbcounty.gov/emacs/Home.aspx. Request for Extended Sick and Special Leave (RESSL) and Leave Integration (LI) forms.

Benefit Payments

After you have satisfied a seven (7) consecutive calendar day waiting period, you are eligible to receive STD benefits. Generally, your normal weekly benefit will be fifty-five percent (55%) of your base salary, not to exceed $1,300 per week for represented employees, or $1,853 per week for Fire Management Unit, and County and County Fire/Special Districts Exempt employees. These amounts are subject to change.

The maximum benefit period for which an employee covered by the represented STD plan may receive for any one (1) disability claim is up to fifty-two (52) weeks. Fire Management Unit, and County and County Fire/Special Districts Exempt employees may receive benefits for a maximum benefit period of one-hundred eighty (180) days. Probation Unit employees may receive benefits up to ninety (90) days, and thirty (30) days for Specialized Peace Office Unit and Specialized Peace Office Supervisory Unit employees.

NOTE: STD Benefit payments will be made separately by MetLife and are paid as taxable income. You may request taxes be taken out of your disability payment by filing a W-4S (Federal) or DE-4S (State) tax form.

Integration of Benefits

Plan benefit payments may be fully or partially integrated with other paid time including, but not limited to, sick leave, vacation leave, holiday leave, and regular work hours. Employees may not receive more than 100% of their base salary. Full, partial, or no integration of hours may affect benefit eligibility and accruals. All benefits and accruals will be administered in accordance with the applicable MOU, Compensation Plan, Salary Ordinance or Employment Contract.

If you have a Family Medical Leave Act (FMLA) claim that is concurrent with an STD claim, you may be eligible to receive medical and dental premium subsidy in accordance with the applicable MOU, Compensation Plan, Salary Ordinance or Employment Contract during your leave.

For any questions or additional information regarding short-term disability, contact Employee Benefits at (909) 387-5787, MetLife at (877) 638-8269, or go online to hr.sbcounty.gov/employee-benefits/protected-leaves-and-disability or email ebsd@hr.sbcounty.gov.

LONG-TERM DISABILITY (LTD)

Long-Term Disability is a County-paid benefit that provides partial income replacement for Fire Management Unit and County/Fire/Special District Exempt employees and Contract employees with Exempt benefits that are unable to work due to own disability. The benefit pays 60% of monthly salary but cannot exceed $10,000.

Payments begin after 180 consecutive days of disability. Plan benefit payments may NOT be fully or partially integrated with other paid time. Maximum duration for which benefits may be paid is as follows:

Age When Disabled	Benefits Payable
Prior to Age 60	To Age 65
Ages 60 – 64	60 months
Ages 65 – 67	To Age 70
Age 68 and over	24 months

For further information contact Employee Benefits at (909) 387-5787 or email ebsd@hr.sbcounty.gov. To file a claim, contact MetLife at (877) 638-8269, or visit their website at mybenefits.metlife.com

MEDICAL EMERGENCY LEAVE (MEL)

The purpose of the Medical Emergency Leave (MEL) plan is to allow the unused accrued leave of one County employee to be voluntarily donated for use by another County employee, who has exhausted all of his or her earned leave due to a long-term serious medical condition.

To be eligible to participate in the MEL, employees must have regular status with the County of San Bernardino or one (1) year of continuous service in a regular position with the County. Refer to your applicable MOU, Compensation Plan, Salary Ordinance or Employment Contract for detailed eligibility provisions.

You can obtain MEL forms from your department's payroll specialist or download the forms from the intranet at cms.sbcounty.gov/emacs/Home.aspx. No MEL benefits will be paid until all completed forms have been received and approved by Employee Benefits. MEL is not a retroactive benefit, and is paid prospectively from date of approval.

LIFE INSURANCE

The County offers Basic Life Insurance, Supplemental Term Life Insurance, and Accidental Death & Dismemberment (AD&D) Insurance benefits. Eligibility for this Insurance is governed by your MOU, Compensation Plan, Salary Ordinance or Employment Contract. All insurance plans are insured through Securian Financial.

Beneficiaries

Election in one or more of these benefits requires that a beneficiary be designated. If you have a spouse/domestic partner, you must have his/her written consent to designate a beneficiary other than them.

If you do not designate a beneficiary, the default order for beneficiaries is as follows:

1. Surviving spouse/registered domestic partner
2. Surviving children
3. Your parents
4. Your siblings
5. Your estate

Basic Life Insurance

Basic Life Insurance is a County-paid employee only benefit with automatic enrollment in certain bargaining units. For eligibility and automatic enrollment refer to your MOU, Compensation Plan, Salary Ordinance or Employment Contract..

Supplemental Life Insurance

Supplemental Term Life Insurance is an additional life insurance that can be purchased voluntarily. This plan offers coverage for yourself and your eligible dependents (e.g. spouse, domestic partner, child(ren) under age 26).

Election Options

Election for coverage may be made in increments of $10,000 (employee, spouse/domestic partner) or $5,000 for children up to the amounts specified below:

Employee coverage: $700,000.

Spouse/Registered domestic partner coverage: $250,000.

Child(ren) coverage: $20,000

Evidence of Insurability (EOI)

Evidence of Insurability (EOI) is required if an employee elects coverage of more than $250,000. The completed EOI application requires review and approval by Securian Financial before coverage becomes effective.

Your spouse/domestic partner may be subject to EOI requirements when they elect coverage over $50,000 or when they enroll/increase coverage in one of the enrollment opportunities below:

Enrollment Opportunity	EOI Requirement
Electing to enroll at hire	Coverage over $50,000
If you experience a qualifying life event	Securian Financial will require EOI
Enrolling during Open Enrollment	Securian Financial will require EOI
Requesting to increase coverage during Open Enrollment	Increasing coverage more than one $10,000 increments will require EOI

Cost of Coverage

The cost per pay period is based on your age and the amount of coverage you elect based on increments of $1,000 in coverage as shown in the table below. For example, an employee who is 32 that elected $250,000 in coverage would pay $6.13 ($.0245x250).

Your Age	Employee	Spouse/Domestic Partner Coverage	Child Coverage
Bi-weekly Premium Cost Per $1,000 Coverage			
Under 30	$0.018	$0.024	$0.044
30 but less than 35	$0.024	$0.028	
35 but less than 40	$0.026	$0.033	
40 but less than 45	$0.029	$0.042	
45 but less than 50	$0.044	$0.066	
50 but less than 55	$0.067	$0.099	
55 but less than 60	$0.126	$0.184	
60 but less than 65	$0.194	$0.278	
65 but less than 70	$0.372	$0.537	
70 and over*	$0.604	$0.754	

** These costs are subject to change*

ACCIDENTAL DEATH & DISMEMBERMENT

You and your family can count on financial security in the event of accidental death or a serious injury with Accidental Death & Dismemberment Insurance.

Coverage Options

Your MOU, Compensation Plan, Salary Ordinance or Employment Contract governs your eligibility for AD&D.

There are two plan options and seven levels of coverage to select from for you and/or your eligible dependents (employee, spouse/domestic partner) ranging in the amounts specified below.

Employee: From $10,000 to $250,000

Spouse/Registered domestic partner: $5,000 to $125,000

Child(ren): $3,125 to $25,000

Eligibility, Plan Options and Cost of Coverage

You can elect coverage for you and your eligible dependents. Eligibility for coverage ends for your spouse or registered domestic when they reach age 70. Children must be unmarried and coverage ends for them when they reach age 26. If you and your spouse or domestic partner are County employees you will not be able to provide dual coverage for your family under both employees.

You can choose employee only or employee, plus family coverage from the plan options listed below:

Plan	Employee	Spouse or Domestic Partner	Each Child
1	$10,000	$5,000	$3,125
2	$25,000	$12,500	$6,250
3	$50,000	$25,000	$12,500
4	$100,000	$50,000	$25,000
5	$150,000	$75,000	$25,000
6	$200,000	$100,000	$25,000
7	$250,000	$125,000	$25,000

The cost for either employee only or employee, plus family coverage are listed below:

Plan	Employee Only	Employee + Family Coverage
1	$0.09	$0.13
2	$0.22	$0.33
3	$0.44	$0.66
4	$0.89	$1.33
5	$1.33	$1.99
6	$1.77	$2.66
7	$2.21	$3.32

** These costs are subject to change*

AD&D benefit does not allow for dual family coverage.

The plan also provides a percentage of your accidental death insurance for specific types of accidental injury (work or non-work related). The AD&D benefit is prorated based on degree of loss. Benefits are per person enrolled and paid collectively for all losses per accident up to 100% of coverage.

Family Coverage Additional Benefits

AD&D provides additional child care and educational and training benefits for your surviving children and spouse. For more information, refer to the Certification of Insurance at hr.sbcounty.gov/employee-benefits/life-insurance.

Differences between Porting and Converting Your Group Term Life Coverage

	Portability	Conversion
Eligible coverage	Basic and Supplemental Term Life (and AD&D) coverage can be ported. Dependent AD&D coverage can only be ported if employee AD&D coverage is ported.	All Basic and Supplemental coverage can be converted (No AD&D).
Type of insurance following election	Group Term life	Individual life policy
Eligibility timing	Must be elected within 31 days of event below	Must be elected within 31 days of event below
Events allowing portability/conversion	Coverage is lost due to: • Retirement • Termination of employment • Layoff or non-medical leave • Other loss of eligibility	Coverage is lost due to: • Retirement • Termination of employment • Layoff or leave • Loss of eligibility • Termination of group policy • Medical leave
Not allowed for	• Termination of group policy • Employee not actively at work due to sickness or injury • Nonpayment of premium	• Nonpayment of premium
Guaranteed issue	All guaranteed issue	All guaranteed issue
Maximum age to elect	Employee: age 69 Spouse/Domestic Partner: employee's age 69 Child: qualifying age or employee's age 69	No maximum age
Minimum amount allowed	Employee: $10,000 Spouse/child: no minimum	No minimum
Maximum amount allowed	Employee: Previous amount in force to maximum of $500,000 (65% of previous amount to maximum of $325,000 if 65 or older) Spouse/Domestic Partner: Previous amount in force Child: Previous amount in force	Previous amount in force unless conversion is due to policy or class termination. If conversion is due to policy/class termination, maximum is the lesser of $10,000 or the existing coverage amount less the new coverage amount available under group replacement policy.
Increases/decreases available	No increases Decreases available	No increases Decreases available
Age reductions	Employee coverage reduces to 65% at age 65	No age reductions
Termination age	Employee: age 70 Spouse/Domestic Partner: employee's age 70 Child: qualifying age limit or employee's age 70	No termination age
Effect of group contract termination on coverage already ported or converted	No change	No change
Availability of conversion option	Available at any time after porting but not more than 31 days after ported coverage terminates	Not applicable

MY HEALTH MATTERS!

Take a step to becoming a new, healthier you with *My Health Matters!* (MHM!), the County's wellness program. MHM! offers a wealth of resources to help you in your journey of wellness. Whether you are making the first step towards wellness or are looking for ways to enhance your already established regimen, we encourage you to visit the MHM! web page at hr.sbcounty.gov/employee-benefits/employee-wellness-program.

Steps to Success

Steps to Success (STS), the MHM! web-based activity portal, is a great way to track your physical activities, manage your calorie intake, participate in a challenge, and receive incentives along the way.

Log into Steps to Success (STS) online wellness portal at www.healthycommunity.ca/sbhr/default.aspx?Site=Employee.

Wellness Education

Take advantage of the variety of work-site wellness programs offered through MHM! By participating in a wellness education class, you can learn tips to reduce stress, discover ways to incorporate healthy food choices in your diet, and much more!

Start making healthier choices today! For more information regarding MHM!

- ✓ Visit hr.sbcounty.gov/employee-benefits/employee-wellness-program
- ✓ Talk to your department wellness advocate. View the directory posted on the MHM! webpage
- ✓ Contact Employee Benefits staff via email at mhm@hr.sbcounty.gov or via phone at (909) 387-5787

HEALTH CLUB MEMBERSHIPS

County employees and/or their family members are eligible for discounted gym memberships through their medical carriers, 24 Hour Fitness, and PerkSpot. This program is part of the County's commitment to help you stay well and maintain a healthier lifestyle.

Active & Fit Direct™ for Kaiser Subscribers

The Active&Fit Direct™ program allows you to choose from 9,000+ participating fitness centers and select YMCA's nationwide for $25 a month (plus a $25 enrollment fee and applicable taxes).

Learn more or access these services by visiting www.choosehealthy.com/home?pc=AC or you can call (877) 335-2746, Monday – Friday, 5 a.m. – 6 p.m. Pacific Time.

Fitness Your Way for Blue Shield Subscribers

Get healthy and feel good on your own terms with Fitness Your WayTM, the gym membership program that offers you the flexibility to work out at any of the 10,000+ network fitness locations for $25 a month (plus a one-time $25 enrollment fee). Meet your lifestyle needs by working out anytime, anywhere, and as often as you need while tracking progress of your goals online.

Learn more or access these services by visiting fitnessyourway.tivityhealth.com/bsc or calling (833) 283-8387 Monday – Friday, 5 a.m. – 5 p.m. Pacific Time.

24 Hour Fitness

County employees and family members who already have a non-County membership at 24 Hour Fitness are eligible to have monthly dues reduced to the County rate. To enroll in a 24 Hour Fitness health club membership at the County's discounted rate, employees may enroll by taking one of the following steps:

- ✓ Log into their Steps to Success (STS) online wellness portal account at www.healthycommunity.ca/sbhr/default.aspx?Site=Employee
- ✓ Click on the 24 Hour Fitness Enrollment Link located in the Health Club Memberships section of the STS Dashboard and enter corporate ID/Discount code: 14418CORP to initiate the enrollment process.

		Initiation Fee	All-Club Sport Access	All-Club Super Sport Access	All-Club Ultra Sport Access
1 Year Commitment	Employee Only	$0	$28.99 dues/month	$38.99 dues/month	$48.99 dues/month
No Commitment	Employee Only	$29.99	$29.99 dues/month	$39.99 dues/month	$49.99 dues/month
	Each Additional Member	$0	$28.99 dues/month	$38.99 dues/month	$48.99 dues/month

Upon initial enrollment, employees will be responsible for immediate payment of first and last months' dues. Monthly dues are paid thereafter by Electronic Funds Transfer (EFT).

For additional discounts on Health Club Memberships, visit the County's Employee Discount Program portal at sbcounty.perkspot.com to create a free account profile and access several other current membership discounts from the following health clubs and/or online fitness portals:

- Anytime Fitness
- Gold's Gym
- Fitness 19
- Planet Fitness
- Ladder
- FitOn
- The Camp Transformation Center
- Crunch Fitness

EMPLOYEE DISCOUNT PROGRAM

The Human Resources Department has partnered with PerkSpot to bring you your Employee Discount Program! You now have access to hundreds of exclusive discounts at some of your favorite national and local merchants. Access your savings perks at home, on-the-go, and even while traveling with any device. Register at sbcounty.perkspot.com to start saving.

Can't find the perk that you are looking for? Simply fill out the Suggest a Business form on the PerkSpot webpage at sbcounty.perkspot.com/suggest, so that PerkSpot can contact that merchant and allow you and others to receive a discount from them.

RETIREMENT PLAN HIGHLIGHTS

Eligibility

All County employees working at least 40 hours per pay period in a retirement-eligible position are automatically members of the San Bernardino County Employees' Retirement Association (SBCERA). As a member of SBCERA, you pay contributions through payroll deductions each pay period based on your membership classification and tier (i.e. General vs. Safety and Tier 1 vs. Tier 2).

Membership Classifications & Tiers

SBCERA administers benefits for two membership classifications, Safety and General, and two tiers, Tier 1 and Tier 2. Safety Members are those employed in active law enforcement or active fire suppression. All other members are classified as General Members.

Tier 1 Members are those with an SBCERA membership date **prior to January 1, 2013** or those members who are eligible for and establish reciprocity with an eligible public retirement system for service prior to January 1, 2013.

Tier 2 Members are those with an SBCERA membership date **on or after January 1, 2013.**

Below is a breakdown of the benefit formulas administered by SBCERA for each membership classification and tier:

Tier 1	General Members – 2% @ 55 Safety Members – 3% @ 50
Tier 2	General Members – 2.5% @ 67 Safety Members – 2.7% @ 57

To find out if and when you are eligible to retire, visit www.sbcera.org/ActiveMember/MembershipMilestones.aspx

SBCERA Contribution Rates

Member contribution rates are set annually. Changes to the rates are determined by financial studies conducted by independent actuaries. The Board of Retirement reviews and sets contribution rate increases or decreases on the basis of these studies each fiscal year.

Tier 1 Member Retirement Contribution Rate Table

Tier 1 General Members Contribution Rate (%) *Effective June 20, 2020*			Tier 1 Safety Members Contribution Rate (%) *Effective June 20, 2020*		
Age	Refundable	Non-Refundable	Age	Refundable	Non-Refundable
16	9.15%	8.71%	16	11.81%	11.58%
17	9.29%	8.85%	17	11.97%	11.74%
18	9.43%	8.98%	18	12.14%	11.90%
19	9.58%	9.12%	19	12.31%	12.07%
20	9.73%	9.27%	20	12.50%	12.25%
21	9.88%	9.41%	21	12.67%	12.42%
22	10.04%	9.56%	22	12.85%	12.60%
23	10.19%	9.70%	23	13.04%	12.78%
24	10.35%	9.86%	24	13.23%	12.97%
25	10.52%	10.02%	25	13.41%	13.15%
26	10.68%	10.17%	26	13.61%	13.34%
27	10.85%	10.33%	27	13.81%	13.54%
28	11.01%	10.49%	28	14.02%	13.75%
29	11.19%	10.66%	29	14.22%	13.94%
30	11.37%	10.83%	30	14.43%	14.15%
31	11.56%	11.01%	31	14.65%	14.36%
32	11.73%	11.17%	32	14.88%	14.59%
33	11.92%	11.35%	33	15.12%	14.82%
34	12.13%	11.55%	34	15.35%	15.05%
35	12.33%	11.74%	35	15.61%	15.30%
36	12.53%	11.93%	36	15.85%	15.54%
37	12.75%	12.14%	37	16.11%	15.79%
38	12.97%	12.35%	38	16.37%	16.05%
39	13.20%	12.57%	39	16.64%	16.31%
40	13.44%	12.80%	40	16.93%	16.60%
41	13.67%	13.02%	41	17.20%	16.86%
42	13.90%	13.24%	42	17.38%	17.04%
43	14.13%	13.46%	43	17.53%	17.19%
44	14.37%	13.69%	44	17.64%	17.29%
45	14.60%	13.90%	45	17.76%	17.41%
46	14.80%	14.10%	46	17.87%	17.52%
47	15.00%	14.29%	47	18.02%	17.67%
48	15.17%	14.45%	48	17.87%	17.52%
49	15.29%	14.56%	49 & Over	17.30%	16.96%
50	15.39%	14.66%	In addition to the contribution rates listed, all General Members contribute $1.35 per pay period to fund survivor benefits.		
51	15.47%	14.73%			
52	15.55%	14.81%			
53	15.32%	14.59%			
54 & Over	14.84%	14.13%			

The above contribution rates were adopted by the SBCERA Board of Retirement in a public meeting on December 5, 2019. The San Bernardino County Board of Supervisors formally approved the contribution rates on March 24, 2020.

Tier 2 Member Retirement Contribution Rate Table

Tier 2 General Members Contribution Rate (%) Effective June 20, 2020	Tier 2 Safety Members Contribution Rate (%) Effective June 20, 2020
Refundable Fixed Flat Rate: 9.11%	Refundable Fixed Flat Rate: 16.13%

These contribution rate tables summarize the information provided by SBCERA. In the event of any discrepancy between the information contained in this publication, the California Government Code, SBCERA By-Laws and SBCERA policies, will govern.

Refundable and Non-refundable Retirement Options (Tier 1 Only)

You may be able to change your retirement contribution option during open enrollment, if permitted under the Public Employee Pension Reform Act (PEPRA), and as allowed by your MOU. If eligible, you may change your contribution option, you must complete the Retirement System Contribution Election section of eBenefits. Elections will be effective pay period 17 and you will see the election change on the pay warrant you receive on or about August 12, 2020.

Refundable Retirement Contributions

If you designate your retirement contributions as refundable, then you pay the regular contribution rate required to meet your retirement obligation. If you leave employment without retiring, you may withdraw or rollover these refundable contributions plus earned interest in one lump-sum payment from SBCERA.

Non-refundable Retirement Contributions

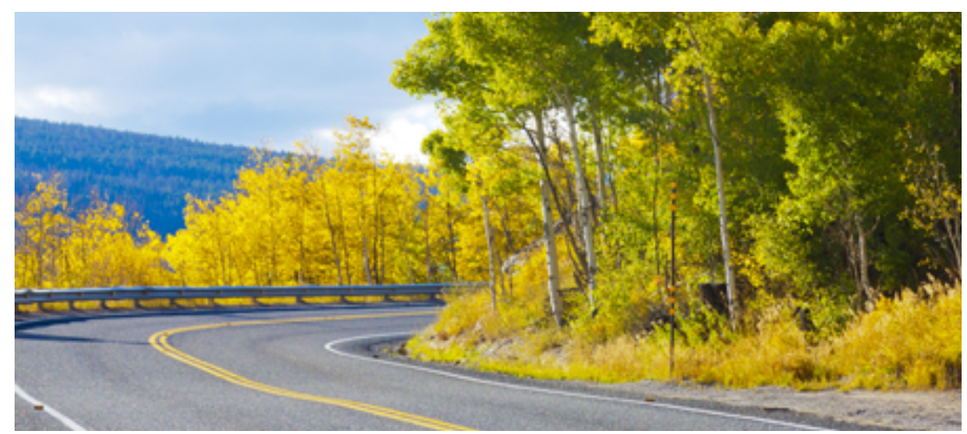
If you designate your retirement contributions as non-refundable, you pay a reduced contribution rate. This reduction is determined by the Board of Retirement annually and is subject to change. If you leave employment without retiring, you may not withdraw or rollover these non-refundable contributions from SBCERA.

Refundable vs. Non-refundable Table

The following table outlines the refundable and non-refundable retirement options. Additional options may apply if you terminate employment and are re-employed by another public agency in California within 180 days of your termination.

EVENT	REFUNDABLE OPTION	NON-REFUNDABLE OPTION
Employee's bi-weekly cost	See contribution rate tables above.	See contribution rate tables above.
LESS THAN FIVE (5) YEARS OF SERVICE CREDIT		
Termination	You may refund or rollover all of your refundable contributions plus applicable interest in a lump-sum payment; or, you may choose to leave your contributions "on deposit" with SBCERA where they will continue to earn the applicable member deposit interest rate until such time that you choose to rollover or refund.	You cannot refund or rollover any non-refundable contributions. If you made contributions under both the refundable and non-refundable options, only the refundable contributions can be refunded or rolled over.
FIVE (5) OR MORE YEARS OF SERVICE CREDIT		
Termination	You may choose to defer retirement **OR** receive a lump-sum payment of all refundable contributions and interest in your retirement account.	You may choose a deferred retirement. Your non-refundable contributions cannot be refunded. If you made contributions under both the refundable and non-refundable options, only the refundable contributions can be refunded or rolled over.
Selecting a refund of your contributions will end your membership with SBCERA and terminate any future claims for retirement benefits, including disability benefits.		
SURVIVOR BENEFIT		
If you are an Active Member at the time of your death, there may be benefits available for your eligible beneficiary. If you would like additional information, please contact SBCERA.		

Additional benefits may apply in retirement. Please consult your SBCERA summary plan description, "The Compass," for complete details.



SALARY SAVINGS PLANS

457(b) Deferred Compensation Plan

The 457(b) is a supplemental retirement plan that allows employees to contribute a portion of their pre-tax (traditional) or after-tax (Roth) salary, within certain Internal Revenue Service (IRS) limits, to a personal account currently maintained by Voya Financial. Employees may select from multiple mutual funds and a stable value account when investing their funds. The County, as the plan administrator, regularly monitors the investment options and deletes or replaces funds that fail to perform according to the guidelines set forth in the Statement of Investment Policies and Guidelines.

Reminder: To receive a County match, you must be eligible, enrolled in, and contributing to a 457(b) plan.

401(k) Defined Contribution Plan

Traditional 401(k): Allows participating employees to reduce their taxable income by contributing a portion of their gross income to the 401(k) on a pre-tax basis. Contributions and earnings are not taxed until they are withdrawn, generally at retirement when participants are usually in a lower tax bracket.

Roth 401(k): Allows participating employees the opportunity to take tax-free distributions upon retirement, as long as the participant meets certain qualifications, by paying taxes on their contributions up front. Unlike the traditional 401(k), the Roth 401(k) offers the participant the potential for tax-free retirement income later by investing on an after-tax basis now.

Eligibility

Exempt employees, elected officials and other employees that are granted this benefit through an employment contract are eligible to participate in this supplemental retirement plan that allows employees to defer a portion of their salary on a pre-tax (traditional) or after-tax (Roth) basis, within certain IRS limits, to an account maintained by Voya Financial.

Employees may enroll at any time and may select from multiple investment options including a stable value account when investing their funds.

Retirement Medical Trust Fund

The Retirement Medical Trust (RMT) Fund Plan was implemented by the County of San Bernardino to assist eligible retirees and their dependents with the high cost of health related expenses. It provides a method for eligible participants to pay, on a nontaxable basis, for qualified expenses including medical, dental, and long-term care premiums (as defined in IRC Section 213) that are not otherwise reimbursed by insurance.

The Trust is funded by the eligible cash value of the participant's sick leave upon separation from service and/or County Contributions.

Sick Leave Conversion to RMT – Eligible employees may convert a portion of their sick leave, based on cash value, to the RMT. Eligibility is based on a specified number of years of service and varies by MOU.

Service credit and/or participation in other public sector retirement systems may also be counted towards the service requirement, provided that the employee has not withdrawn their contributions from the system(s) and the employee is also a participant in SBCERA.

County Contributions - The County contributes to the RMT, on behalf of employees, on a percentage basis of an employee's base bi-weekly salary. The percentage amount and qualifying years of service varies by MOU, Compensation Plan, Salary Ordinance or Employment Contract. Please refer to the applicable document for the contribution amount. For all units/groups, except County Exempt and Special Districts/County Fire Exempt, other public service credit does not count towards the years of service to receive the County contribution.

All funds contributed to the Trust are maintained in individual accounts administered by Voya Financial and Total Administrative Services Corporation (TASC) exclusively for the benefit of the participant or the participant's eligible dependent(s). Upon reaching the normal retirement age under the plan, the account balance is available for the reimbursement. Please refer to your MOU, Compensation Plan, Salary Ordinance or Employment Contract for specific information on participation eligibility, cash conversion formulas or unused sick leave accruals and County contributions.

For any questions or additional information regarding the Retirement Medical Trust Fund, contact Employee Benefits at (909) 387-5787, or go online to hr.sbcounty.gov/employee-benefits/salary-savings-plan. Account balances and participant information, as applicable, can be found on the TASC website at www.voya.com/hra or by contacting their Toll-free number at 1 (800) 422-4661.

529 Education Savings Plan

A 529 Education Savings plan is offered by Fidelity Investments. This plan offers all County employees a way to invest in their children's and grandchildren's education. The minimum bi-weekly deferral is $25 and is deducted on an after-tax basis. You must contact Voya Financial to participate in the plan.

How to Get in Touch with Voya Financial

Any employee who has questions, or who is interested in participating in the 457(b), 401(k) and /or the 529 plan, should contact the local Voya Financial office at (909) 748-6468 to schedule an appointment. The 457(b), 401(k) and 529 benefit plans do not have an open enrollment period, so employees can enroll at any time. For more extensive information on the County's Salary Savings Plans and Voya Financial, please visit the County's custom Voya Financial website at cosb.beready2retire.com.

COMMUTER SERVICES (EMPLOYEE RIDESHARE PROGRAM)

Human Resources – Commuter Services (HR-CS) administers the County's Employee Rideshare Program. HR-CS mission is to combat climate change and improve our employees commute. HR-CS provides employees with the tools, resources and rewards* to commute to and from work via various modes in an eco-friendly manner. These smart commute modes include vanpool, carpool, transit, telework, walk, bike, and zero emission vehicles.

HR-CS can help you to:

- ✓ Join or form a vanpool or carpool, or help you find potential rideshare partners
- ✓ Obtain information about public transportation options available through mass transit
- ✓ Take advantage of pre-tax payroll deductions and commuter subsidies to lower your costs for participation in our vanpool and mass transit programs
- ✓ Save money, reduce carbon footprint, and improve your wellbeing

HR-CS implemented the San Bernardino Traffic Reduction Incentive Program website, SBtrip, to help our employees take advantage of all our program benefits such as:

- ✓ Finding a smart commute mode that works for you and your schedule
- ✓ Connecting with potential rideshare partners
- ✓ Logging your eligible rideshare days
- ✓ Realizing the impact to your wallet and the environment with reduced carbon emissions
- ✓ Earning amazing rewards and incentives* for participating:

www.sbcounty.gov/sbtrip

Start-Up Incentive	$ Rewards	Challenges	SBtrip Points Store	Events
Receive $4 for every day you rideshare for your first three calendar months of participation; tracking required	Quarterly $25 gift cards guaranteed for eligible participants; ·$250 one-time cash incentive for qualifying zero emissions or plug-in hybrid vehicles	Enter monthly challenges and be entered into raffles to win gift cards and other great prizes	Earn points for every eligible rideshare trip, which you can spend in our points store for great items and raffle prizes, distributed every quarter	Rideshare events held throughout the year with prize raffles and other incentives Annual Rideshare Luncheon with huge raffle prize drawing

Through our partnership with IE Commuter, ongoing rideshare participants can also receive a membership in the Rideshare Plus Rewards Club, which provides discounts to more than 135,000 merchants in the Inland Empire and throughout the United States. Visit the HR-CS website at hr.sbcounty.gov/commuter-services to learn more.

You can reach HR-CS at (909) 387-9640 or email us at hrcommuterservices@sbcounty.gov

*Employees must meet eligibility and participation requirements to receive incentives and rewards; see the HR-CS website for details. Pursuant IRC 74 & IRC 3121(a)(20), the value of an award or prize given by an employer to an employee is considered taxable wages and may be subject to Federal income tax.

UNEMPLOYMENT INSURANCE

The Unemployment Insurance Program, commonly referred to as UI, provides weekly unemployment insurance payments for workers who lose their jobs through no fault of their own. Eligibility for benefits requires that the claimant be able to work, be seeking work, and be willing to accept a suitable job. Employees do not pay for this benefit, it is County-paid. You can learn more at www.edd.ca.gov/Unemployment

There are several ways to file a claim:

1. **Online:** Apply using UI Online℠ at www.edd.ca.gov/Unemployment/UI_Online.htm
2. **Phone:** Apply via phone Monday through Friday between 8 a.m. and 12 noon by contacting the call center at (800) 300-5616. You can also contact EDD representatives at (800) 480-3287 for Disability Insurance and/or Paid Family Leave, if you meet the eligibility requirements, from 8 a.m. to 5 p.m., Monday through Friday.
3. **Mail/Fax:** Download the Unemployment Insurance Application (Form DE 1101I) at www.edd.ca.gov/Unemployment/Forms_and_Publications.htm and mail or fax your completed document as specified on the application.

YOUR MEDICAL AND DENTAL BENEFITS UPON RETIREMENT

When you retire from the County of San Bernardino, you and your eligible dependents can elect to participate in the County-sponsored medical and dental plans. As a retiree or eligible dependent, you or your eligible dependent is responsible for paying 100% of the cost of premiums. At the time you meet with a retirement specialist at SBCERA, you be will provided with Employee Benefits contact information for making an appointment to discuss your medical and dental enrollment options.

APPEAL PROCEDURE

General Information

In the event an employee or beneficiary believes that a request or claim for a benefit under a health and welfare, flexible spending account, or salary savings plan has been improperly denied, he or she may appeal the decision within the parameters set forth in the following procedure.

Appeals for claims that are denied solely by one of the County's benefit carriers must be submitted within the guidelines established by that carrier. Employee Benefits, if requested to do so, will act as an advocate and will assist to ensure that the appeal receives due consideration.

Denied Benefits Appeals Process

If you or your beneficiary's request or claim for benefits is denied you have the right to file an appeal in writing directly to Employee Benefits Appeals Units.

- ✓ Appeals must be submitted within 30 calendar days of the notice of denial or adverse decision.
- ✓ Within 15 calendar days of the date the appeal is received, the Employee Benefits Appeals Unit will review the facts and respond in writing with its findings.
- ✓ A review period may be extended by an additional 15 days if special circumstances and/or insufficient information require an extension of time for a decision to be made. You will be notified and required to send additional information within 15 calendar days from the date of the notice to provide the specified information. Should the requested information not be received within the specific time, the Employee Benefits Appeals Unit will make a decision without it, in which case, the decision is final and not eligible for a second appeal.

FSA Appeals for Denied Claims

- ✓ If you are an FSA participant, you will have 60 days from the date your claim was denied to submit an appeal for review.
- ✓ The Employee Benefits Appeals Unit has 60 days from the date the appeal is received to provide a final decision.

Appeal Decision Notice

Notice of the appeal decision will include the following:

- ✓ The Employee Benefits Appeals Unit's decision
- ✓ The specific reason(s) for the appeal determination
- ✓ With the exception of appeals processed without the necessary information as described above, a statement outlining the second appeal process will be included in the letter for denied appeals. If the appellant disagrees with the Employee Benefits Appeals Unit's decision and there is additional information that was not included in the first appeal which supports the position, a second appeal can be made to the attention of the Employee Benefits Chief, whose decision will be final. Such appeals must be received within 15 calendar days of the first appeal decision notice.

Note: All approvals are subject to carrier contract limitations.

NOTICE REGARDING WELLNESS PROGRAM

My Health Matters!, the County of San Bernardino's wellness program is a voluntary wellness program available to all employees. The program is administered according to federal rules permitting employer-sponsored wellness programs that seek to improve employee health or prevent disease, including the Americans with Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Health Insurance Portability and Accountability Act, as applicable, among others

Incentives may be available for employees who participate in certain health-related activities tracking steps and activity on the Steps to Success wellness activity portal, completing Monthly Wellness Challenges, participating in smoking cessation programs and participating in wellness education classes. To view these additional incentives, visit the Steps to Success portal at www.healthycommunity.ca/sbhr/default.aspx?_ch=895&Site=Employee and the My Health Matters! page at hr.sbcounty.gov/employee-benefits/employee-wellness-program. If you are unable to participate in any of the health-related activities or achieve any of the health outcomes required to earn an incentive, you may be entitled to a reasonable accommodation or an alternative standard by contacting the County of San Bernardino Employee Wellness Coordinator at (909) 387-5812 or mhm@hr.sbcounty.gov.

Protections from Disclosure of Medical Information

We are required by law to maintain the privacy and security of your personally identifiable health information. Although the wellness program and the County of San Bernardino may use aggregate information it collects to design a program based on identified health risks in the workplace, My Health Matters! will never disclose any of your personal information either publicly or to the employer, except as necessary to respond to a request from you for a reasonable accommodation needed to participate in the wellness program, or as expressly permitted by law. Medical information that personally identifies you that is provided in connection with the wellness program will not be provided to your supervisors or managers and may never be used to make decisions regarding your employment.

Your health information will not be sold, exchanged, transferred, or otherwise disclosed except to the extent permitted by law to carry out specific activities related to the wellness program, and you will not be asked or required to waive the confidentiality of your health information as a condition of participating in the wellness program or receiving an incentive. Anyone who receives your information for purposes of providing you services as part of the wellness program will abide by the same confidentiality requirements. The only individual(s) who will receive your personally identifiable health information is "a registered nurse," and or "a doctor," in order to provide you with services under the wellness program.

In addition, all medical information obtained through the wellness program will be maintained separate from your personnel records, information stored electronically will be encrypted, and no information you provide as part of the wellness program will be used in making any employment decision. Appropriate precautions will be taken to avoid any data breach, and in the event a data breach occurs involving information you provide in connection with the wellness program, we will notify you immediately.

You may not be discriminated against in employment because of the medical information you provide as part of participating in the wellness program, nor may you be subjected to retaliation if you choose not to participate.

If you have questions or concerns regarding this notice, or about protections against discrimination and retaliation, please contact the County of San Bernardino Equal Employment Opportunity Office (EEO) at (909) 387-5584 or eeo@hr.sbcounty.gov.

Rev. 09/12/2018

PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA): HEALTH PLAN ELIGIBILITY

The PPACA mandates that full-time employees be offered affordable medical Insurance.

In general, full-time employees are defined as those working, on average, at least 30 hours per week (or 130 hours in a calendar month). As defined by the PPACA, coverage is considered affordable if the employee's share of the annual premium for the lowest priced employee-only plan is no greater than 9.56% of the annual household income.

The County of San Bernardino requires employees covered by a memorandum of understanding MOU, Compensation Plan, Salary Ordinance or Employment Contract to be enrolled in a group-sponsored medical and/or dental plan. Certain employees are not required to be enrolled in a medical and/or dental plan and are considered to be 'contingent employees'. Contingent employees are those that are not covered by a MOU or required by an employment contract to be enrolled in a medical and/or dental plan.

Contingent employees include (but are not limited to):

- ✓ Recurrent employees
- ✓ Public service employees (PSE)
- ✓ Per diem employees
- ✓ Paid work experience employees (WEX)
- ✓ Returning retired employees

The County offers an unsubsidized, minimum essential value plan (Bronze Plan) for contingent employees. Eligible dependents may also be enrolled in this plan. Information about the Bronze Plan can be found on our webpages at:
hr.sbcounty.gov/employee-benefits/medical-dental-vision-plans/blue-shield-of-california

Health Plan Eligibility Measurement

Effective May 2015, the County began using a look-back measurement method to determine who is a full-time employee for purposes of plan coverage. The look-back measurement method is based on Internal Revenue Service (IRS) final regulations under the Affordable Care Act (ACA). Its purpose is to provide greater predictability for plan coverage determinations.

The look-back measurement method applies to all employees and it involves three different periods:

- ✓ A measurement period for counting your hours of service to determine eligibility for medical insurance during the stability period. Your hours of service during the measurement period will determine if you have full-time status and are eligible for coverage.
  - If you are an ongoing employee, this measurement period (which is also called the "standard measurement period") runs from pay period 11 of each year and ends pay period 10 of the following year. This measurement will determine your plan eligibility for the stability period that follows the measurement period. For example, in 2017, the measurement period began April 29, 2017 and runs through April 27, 2018.
  - If you are a new contingent employee with variable hours, the measurement period will begin on your date of hire and will last through pay period 10 following your date of hire. For example, if hired on June 10, 2017, the measurement period began June 10, 2017 and run through April 27, 2018.
  - If you are a new contingent employee who is expected to work full time, the County is required to offer you medical insurance within the first 90 days of employment.

- ✓ A stability period follows the measurement period. For example, in 2017, the stability period begins on July 22, 2017 and runs through July 20, 2018. As a general rule, your status as a full-time employee or a non-full time employee is 'locked in' for the stability period, regardless of how many hours you work during this timeframe, as long as you remain an employee of the County. There are exceptions to this general rule for employees who experience certain changes in employment status, such as returning from an unpaid leave of absence. The stability period begins with pay period 17 and runs through pay period 16 of the following year.
- ✓ An administrative period, a short timeframe between the measurement period and the stability period when the County performs administrative tasks, such as determining eligibility for coverage and facilitating plan enrollment. The administrative period begins with pay period 11 and runs through pay period 16. For example, in 2017, the administrative period begins April 29, 2017 and runs through July 20, 2018.

The rules for the look-back measurement method are very complex. Keep in mind that this is just a general overview of how the rules work. More complex rules may apply to your situation. The County will follow the IRS final regulations (including any future guidance issued by the IRS) when administering the look-back measurement method. If you have any questions about this measurement method and how it applies to you, please contact Employee Benefits at (909) 387-5787.

PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA)

~ Required Notices ~

Grandfathered Health Plans

The County of San Bernardino believes all of its medical insurance plans are "grandfathered health plans" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your medical plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits. Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the plan administrator, Human Resources-Employee Benefits and Services.

The Women's Health and Cancer Rights Act (WHCRA) of 1998 Annual Notice

As required by the Women's Health and Cancer Rights Act (WHRA) of 1998, the medical plans provide coverage for:

1. All stages of reconstruction of the breast on which the mastectomy has been performed
2. Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
3. Prostheses and physical complications of mastectomy, including lymphedemas, in a manner determined in consultation with the attending physician and the patient. Such coverage may be subject to annual deductibles and coinsurance provisions as may be deemed appropriate and are consistent with those established for other benefits under the plan or coverage. Written notice of the availability of such coverage shall be delivered to the participant upon enrollment and annually thereafter.

For more information regarding the above notices, contact the plan administrator, Human Resources-Employee Benefits at (909) 387-5787.

SAN BERNARDINO COUNTY
Flexible Spending Account (FSA) Plan
NOTICE OF PRIVACY PRACTICES (NOPP)

Effective Date of Notice: January 26, 2020

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN OBTAIN ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) imposes numerous requirements on employer health plans concerning the use and disclosure of individual health information. This information, known as protected health information (PHI), includes almost all individually identifiable health information held by the plan – whether received in writing, in an electronic medium, or as an oral communication. This notice describes the privacy practices of the County of San Bernardino's Flexible Spending Account Plan(s). The plans covered by this notice may share health information with each other to carry out Treatment, Payment or Health Care Operations. These plans are collectively referred to as the Plan in this notice, unless specified otherwise.

The Plan's duties with respect to health information about you
The Plan is required by law to maintain the privacy of your health information and to provide you with this notice of the Plan's legal duties and privacy practices with respect to your health information.

How the Plan(s) may use or disclose your health information
The privacy rules generally allow the use and disclosure of your health information without your permission (known as an authorization) for purposes of Health Care Treatment, Payment Activities, and/or Health Care Operations. Here are some examples of what this might entail:

- **Treatment**. While the Plan generally does not use or disclose your PHI to health care providers for treatment, the Plan is permitted to do so if necessary.
- **Payment**. The Plan may use or disclose your PHI to administer the Plan, which includes reimbursing you for eligible health care expenses for you and your dependents that are not reimbursed by insurance. The Plan may use your information to determine your eligibility for enrollment and for reimbursement and other services, including responding to complaints, appeals and external review requests.
- **Health Plan Operations**. For example, the Plan may use or disclose your PHI to perform its functions as a flexible spending account (FSA) plan. This may include: quality assessment and improvement activities, internal grievance resolution, fraud and abuse compliance programs, authorizing business associates to perform data aggregation services; and managing, planning or developing the Plan's business including conducting or arranging for legal, billing, auditing, compliance and other administrative support functions and/or services.
- **To Business Associates**. The Plan may disclose your PHI to business associates the Plan hires to assist the Plan. Each business associate of the Plan must agree in writing to ensure the continuing confidentiality and security of your medical information.

The amount of health information used, disclosed or requested will be limited and, when needed, restricted to the minimum necessary to accomplish the intended purposes, as defined under the HIPAA rules. The Plan will not use or disclose PHI that is your genetic information. The Plan may also contact you to provide you with information about other flexible spending account benefits and services that may be of interest to you.

How the Plan may share your health information with the County of San Bernardino
The Plan may disclose your health information without your written authorization to the County of San Bernardino for plan administration purposes. The County of San Bernardino may need your health information to administer benefits under the Plan. The County of San Bernardino agrees not to use or disclose your health information other than as permitted or required by the Plan Document and by law. The staff of the Human Resources Department, Employee Benefits and Services Division (EBSD) are the only County employees who will have access to your health information for plan administration functions.

COUNTY OF SAN BERNARDINO, Flexible Spending Account (FSA) Plan, Notice of Privacy
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Please be aware that the County of San Bernardino cannot and will not use health information obtained from the Plan for any employment–related actions.

Other allowable uses or disclosures of your health information
In certain cases, your health information can be disclosed without authorization to a family member, close friend, or other person you identify who is involved in your care or payment for your care. Information describing your location, general condition, or death may be provided to a similar person (or to a public or private entity authorized to assist in disaster relief efforts). You will generally be given the chance to agree or object to these disclosures (although exceptions may be made for example if you are not present or if you are incapacitated). In addition, your health information may be disclosed without authorization to your legal representative.

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

Workers' Compensation	Disclosures to workers' compensation or similar legal programs that provide benefits for work-related injuries or illness without regard to fault, as authorized by and necessary to comply with such laws.
Necessary to prevent serious threat to health or safety	Disclosures made in the good-faith belief that releasing your health information is necessary to prevent or lessen a serious and imminent threat to public or personal health or safety, if made to someone reasonably able to prevent or lessen the threat (including disclosures to the target of the threat); includes disclosures to assist law enforcement officials in identifying or apprehending an individual because the individual has made a statement admitting participation in a violent crime that the Plan reasonably believes may have caused serious physical harm to a victim, or where it appears the individual has escaped from prison or from lawful custody.
Public Health activities	Disclosures authorized by law to person who may be at risk of contracting or spreading a disease or condition; disclosures to public health authorities to prevent or control disease or report child abuse or neglect; and disclosures to the Food and Drug Administration to collect or report adverse events or product defects.
Victims of abuse, neglect or domestic violence	Disclosures to government authorities, including social services or protected services agencies authorized by law to receive reports of abuse, neglect or domestic violence, as required by law or if you agree or the Plan believes that disclosure is necessary to prevent serious harm to you or potential victims (you will be notified of the Plan's disclosure if informing you would not put you at further risk).
Judicial and Administrative Proceedings	Disclosures in response to a court or administrative order, subpoena, discovery request or other lawful process (the Plan may be required to notify you of the request, or receive satisfactory assurance from the party seeking your health information that efforts were made to notify you or to obtain a qualified protective order concerning the information).
Law Enforcement purposes	Disclosures to law enforcement officials required by law or pursuant to legal process or to identify a suspect, fugitive, witness or missing person; disclosures about a crime victim if you agree or if disclosure is necessary for immediate law enforcement activity; disclosure about a death that may have resulted from criminal conduct; and disclosure to provide evidence of criminal conduct on the Plan's premises.
Decedents	Disclosures to a coroner or medical examiner to identify the deceased or determine cause of death; and to funeral directors to carry out their duties.
Organ, eye or tissue donation	Disclosures to organ procurement organizations or other entities to facilitate organ, eye or tissue donation and transplantation after death.
Research purposes	Disclosures subject to approval by institutional or private privacy review boards and subject to certain assurances and representations by researchers regarding necessity of using your health information and treatment of the information during a research project.
Health oversight activities	Disclosures to health agencies for activities authorized by law (audits, inspections, investigations or licensing actions) for oversight of the health care system, government benefits programs for which health information is relevant to beneficiary eligibility and compliance with regulatory programs or civil rights laws.
Specialized government functions	Disclosures about individuals who are Armed Forces personnel or foreign military personnel under appropriate military command; disclosures to authorized federal officials for national security or intelligence activities; and disclosures to correctional facilities or custodial law enforcement officials about inmates.
HHS investigations	Disclosures of your health information to the Department of Health and Human Services (HSS) to investigate or determine the Plan's compliance with the HIPAA privacy rule.

Except as described in this notice, other uses and disclosures will be made only with your written authorization. For example, in most cases, the Plan will obtain your authorization before it communicates with you about products or programs if the Plan is being paid to make those communications. The Plan will never sell your health information unless you have authorized us to do so. You may revoke your authorization as allowed under the HIPAA rules. However, you cannot revoke your authorization with respect to disclosures the Plan has already made. You will be notified of any unauthorized access, use or disclosure of your unsecured health information as required by law.

COUNTY OF SAN BERNARDINO, Flexible Spending Account (FSA) Plan, Notice of Privacy
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The Plan will notify you if it becomes aware that there has been a loss of your health information in a manner that could compromise the privacy of your health information.

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

- **Right to request restrictions on certain uses and disclosures of your health information and the Plan's right to refuse**. You have the right to ask the Plan to restrict the use and disclosure of your health information for Treatment, Payment or Health Care Operations, except for uses or disclosures required by law. You have the right to ask the Plan to restrict the use and disclosure of your health information to family members, close friends, or other persons you identify as being involved in your care or payment for your care. You have the right to ask the Plan to restrict use and disclosure of health information to notify those persons of your location, general condition, or death – or to coordinate those efforts with entities assisting in disaster relief efforts. If you want to exercise this right, your request to the Plan must be in writing.

  The Plan is not required to agree to a requested restriction. And if the Plan does agree, a restriction may later be terminated by your written request, by agreement between you and the Plan (including an oral agreement), or unilaterally by the Plan for health information created or received after you are notified that the Plan has removed the restrictions. The Plan may also disclose health information about you if you need emergency treatment, even if the Plan has agreed to a restriction.

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

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

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

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

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

  You may also request your health information be sent to another entity or person, so long as that request is clear, conspicuous and specific. The Plan may provide you with a summary or explanation of the information instead of access to or copies of your health information, if you agree in advance and pay any applicable fees. The Plan also may charge reasonable fees for copies or postage. If the Plan does not maintain the health information but knows where it is maintained, you will be informed of where to direct your request.

COUNTY OF SAN BERNARDINO, Flexible Spending Account (FSA) Plan, Notice of Privacy
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If the Plan keeps your records in an electronic format, you may request an electronic copy of your health information in a form and format readily producible by the Plan. You may also request that such electronic health information be sent to another entity or person, so long as that request is clear, conspicuous and specific. Any charge that is assessed to you for these copies must be reasonable and based on the Plan's cost.

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

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

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

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

  You may receive information on disclosures of your health information for up to six (6) years before the date of your request. You do not have a right to receive an accounting of any disclosures made in any of these circumstances:

  1. For Treatment, Payment or Health Care Operations;
  2. To you about your own health information;
  3. Incidental to other permitted or required disclosures;
  4. Where authorization was provided;
  5. To family members or friends involved in your care (where disclosure is permitted without authorization);
  6. For national security or intelligence purposes or to correctional institutions or law enforcement officials in certain circumstance; or
  7. As part of a "limited data set" (health information that excludes certain identifying information).

  In addition, your right to an accounting of disclosures to a health oversight agency or law enforcement official may be suspended at the request of the agency or official. If you want to exercise this right, your request to the Plan must be in writing. Within 60 days of the request, the Plan will provide you with the list of disclosures or a written statement that the time period for providing this list will be extended for no more than 30 more days, along with the reasons for the delay and the date by which the Plan expects to address your request. You may make one (1) request in any 12-month period at no cost to you, but the Plan may charge a fee for subsequent requests. You will be notified of the fee in advance and have the opportunity to change or revoke your request.

- **Access and distribution of this notice.** This notice will be provided as follows: 1) in paper format to employees upon hire, 2) electronically (and in paper format upon request) as part of the annual Open Enrollment materials, 3) electronically posted on the County of San Bernardino, Human Resources

COUNTY OF SAN BERNARDINO, Flexible Spending Account (FSA) Plan, Notice of Privacy
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Department, Employee Benefits and Services Division web pages. Unless you affirmatively contact Human Resources and advise that you do not have electronic access to these documents, you will be deemed to have given your consent to continue to receive notices electronically. You may exercise your right to obtain a paper copy of this notice, at any time, as described herein.

- **Right to obtain a paper copy of this notice from the Plan upon request.** You have the right obtain a paper copy of this Privacy Notice upon request. Even individuals who agreed to receive this notice electronically may request a paper copy at any time.

Changes to the information in this notice
The Plan must abide by the terms of the Privacy Notice currently in effect. This notice takes effect on January 15, 2020. However, the Plan reserves the right to change the terms of its privacy policies as described in this notice at any time, and to make new provisions effective for all health information that the Plan maintains. This includes health information that was previously created or received, not just health information created or received after the policy is changed. If changes are made to the Plan's privacy policies described in this notice, you will be provided with a revised Privacy Notice either electronically or by mail to your mailing address. If you receive this Notice electronically, you may also request a paper copy at no charge. This Notice is also posted on the County of San Bernardino, Human Resources Department website (http://cms.sbcounty.gov/hr/Benefits/BenefitsHome.aspx).

Our right to check your identity
For your protection, we may check your identity whenever you have questions about your specific enrollment Plan activities. We will check your identity whenever you submit requests to look at, copy or amend your records or to obtain a list of disclosures of your health information.

Complaints
If you believe your privacy rights have been violated or your Plan has not followed its legal obligations under HIPAA, you may complain to the Plan or to the County of San Bernardino, Office of Compliance and Ethics at the addresses listed below. Alternatively, you may complain to the Secretary of the U.S. Department of Health and Human Services, generally within 180 days of when the act or omission occurred. A complaint can be filed through the U.S. Department of Health and Human Services Office for Civil Rights Complaint Portal Assistant, https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf. You will not be retaliated against for filing a complaint.

To file a complaint with the Plan as administered by the County Human Resources Department, contact:	To file a complaint with the County of San Bernardino, Office of Compliance and Ethics:
Benefits Chief, Department of Human Resources Employee Benefits and Services 175 W. Fifth Street, First Floor San Bernardino, CA 92415-0440 Phone # (909) 387-5787 Fax # (909) 387-5566 Email: ebsd@hr.sbcounty.gov	HIPAA Complaints Official 175 W. Fifth Street, First Floor San Bernardino, CA 92415-0440 Phone # (909) 387-4500 Fax # (909) 387-8950 Email: HIPAAComplaints@cao.sbcounty.gov

For more information on the Plan's privacy policies or your rights under HIPAA, contact:

HIPAA Benefits Analyst
County of San Bernardino, Human Resources Department
Employee Benefits and Services
175 W. Fifth Street, First Floor
San Bernardino, CA 92415-0440
Email: ebsd@hr.sbcounty.gov
Phone # (909) 387-5787
Fax # (909) 387-5566

Plans that will follow this Notice include the following:

- County of San Bernardino, Flexible Spending Account (FSA) Plan (Active and COBRA)

SAN BERNARDINO COUNTY
Active Employees Self-Funded Dental PPO Plans Administered by Delta Dental

NOTICE OF PRIVACY PRACTICES (NOPP)

Effective Date of Notice: July 22, 2017

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN OBTAIN ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) imposes numerous requirements on employer health plans concerning the use and disclosure of individual health information. This information, known as protected health information (PHI), includes almost all individually identifiable health information held by the plan – whether received in writing, in an electronic medium, or as an oral communication. This notice describes the privacy practices of the County of San Bernardino's Active Employee's Self-Funded Dental PPO Plans ("Plan"). Delta Dental of California ("Delta Dental") is the Dental Plan Third Party Administrator. The plans covered by this notice may share health information with each other to carry out Treatment, Payment or Health Care Operations. These plans are collectively referred to as the Plan in this notice, unless specified otherwise.

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

The Plan is required by law to maintain the privacy of your health information and to provide you with this notice of the Plan's legal duties and privacy practices. Your PHI is maintained by the business associate (Delta Dental) that serves as the third party administrator for the Plan in which you participate, but the County may also hold health-related information. Generally, County-held information is limited to enrollment data, but in limited instances it may include information you provide to designated County staff to help with coordination of benefits or resolving complaints.

How the Plan(s) may use or disclose your health information

The privacy rules generally allow the use and disclosure of your health information without your permission (known as an authorization) for purposes of health care Treatment, Payment Activities, and/or Health Care Operations. Here are some examples of what this might entail:

- **Treatment**. Although the County does not provide direct treatment to you, your Delta Dental dentist and their staff may use health information about you to provide you with dental treatment or services, to include consultations and referrals. They may disclose health information about you to dentists, technicians, other health care professionals and office staff who are involved in taking care of you and your dental health.

- **Payment**. Includes activities by this Plan, other plans, or providers to obtain premiums, make coverage determinations and provide reimbursement for health care, except for genetic information that is PHI. This can include eligibility determinations, reviewing services for medical necessity or appropriateness, utilization management activities, claims management, and billing; as well as "behind the scene" plan functions such as risk adjustment, collection, or reinsurance.

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

- **To Business Associates**. The Plan may disclose your PHI to business associates the Plan hires to assist the Plan. Each business associate of the Plan must agree in writing to ensure the continuing confidentiality and security of your medical information.

The amount of health information used, disclosed or requested will be limited and, when needed, restricted to the minimum necessary to accomplish the intended purposes, as defined under the HIPAA rules. If the Plan uses or

discloses PHI for underwriting purposes, the Plan will not use or disclose PHI that is your genetic information for such purposes.

How the Plan may share your health information with the County of San Bernardino

Delta Dental may disclose your health information without your written authorization to The County of San Bernardino for plan administration purposes. The County of San Bernardino may need your health information to administer benefits under the Plan. The County of San Bernardino agrees not to use or disclose your health information other than as permitted or required by the Plan document and by law. The staff of the Human Resources Department, Employee Benefits and Services Division (EBSD) are the only County employees who will have access to your health information for plan administration functions.

Here's how additional information may be shared between the Delta Dental and The County of San Bernardino, as allowed under the HIPAA rules:

- Delta Dental may disclose "summary health information" to The County of San Bernardino if requested, for purposes of obtaining premium bids to provide coverage under the Plan, or for modifying, amending or terminating the Plan. Summary health information is information that summarizes participants' claims information, but from which names and other identifying information has been removed.
- Delta Dental may disclose to The County of San Bernardino information on whether an individual is participating in the Plan, or has enrolled or disenrolled in an insurance option offered by the Plan.

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

Other allowable uses or disclosures of your health information

In certain cases, your health information can be disclosed without authorization to a family member, close friend, or other person you identify who is involved in your care or payment for your care. Information describing your location, general condition, or death may be provided to a similar person (or to a public or private entity authorized to assist in disaster relief efforts). You will generally be given the chance to agree or object to these disclosures (although exceptions may be made for example if you are not present or if you are incapacitated). In addition, your health information may be disclosed without authorization to your legal representative.

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

Workers' Compensation	Disclosures to workers' compensation or similar legal programs that provide benefits for work-related injuries or illness without regard to fault, as authorized by and necessary to comply with such laws.
Necessary to prevent serious threat to health or safety	Disclosures made in the good-faith belief that releasing your health information is necessary to prevent or lessen a serious and imminent threat to public or personal health or safety, if made to someone reasonably able to prevent or lessen the threat (including disclosures to the target of the threat); includes disclosures to assist law enforcement officials in identifying or apprehending an individual because the individual has made a statement admitting participation in a violent crime that the Plan reasonably believes may have caused serious physical harm to a victim, or where it appears the individual has escaped from prison or from lawful custody.
Public Health activities	Disclosures authorized by law to person who may be at risk of contracting or spreading a disease or condition; disclosures to public health authorities to prevent or control disease or report child abuse or neglect; and disclosures to the Food and Drug Administration to collect or report adverse events or product defects.
Victims of abuse, neglect or domestic violence	Disclosures to government authorities, including social services or protected services agencies authorized by law to receive reports of abuse, neglect or domestic violence, as required by law or if you agree or the Plan believes that disclosure is necessary to prevent serious harm to you or potential victims (you will be notified of the Plan's disclosure if informing you would not put you at further risk).
Judicial and Administrative Proceedings	Disclosures in response to a court or administrative order, subpoena, discovery request or other lawful process (the Plan may be required to notify you of the request, or receive satisfactory assurance from the party seeking your health information that efforts were made to notify you or to obtain a qualified protective order concerning the information).
Law Enforcement purposes	Disclosures to law enforcement officials required by law or pursuant to legal process or to identify a suspect, fugitive, witness or missing person; disclosures about a crime victim if you agree or if disclosure is necessary for immediate law enforcement activity; disclosure about a death that may have

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	resulted from criminal conduct; and disclosure to provide evidence of criminal conduct on the Plan's premises.
Decedents	Disclosures to a coroner or medical examiner to identify the deceased or determine cause of death; and to funeral directors to carry out their duties.
Organ, eye or tissue donation	Disclosures to organ procurement organizations or other entities to facilitate organ, eye or tissue donation and transplantation after death.
Research purposes	Disclosures subject to approval by institutional or private privacy review boards and subject to certain assurances and representations by researchers regarding necessity of using your health information and treatment of the information during a research project.
Health oversight activities	Disclosures to health agencies for activities authorized by law (audits, inspections, investigations or licensing actions) for oversight of the health care system, government benefits programs for which health information is relevant to beneficiary eligibility and compliance with regulatory programs or civil rights laws.
Specialized government functions	Disclosures about individuals who are Armed Forces personnel or foreign military personnel under appropriate military command; disclosures to authorized federal officials for national security or intelligence activities; and disclosures to correctional facilities or custodial law enforcement officials about inmates.
HHS investigations	Disclosures of your health information to the Department of Health and Human Services (HSS) to investigate or determine the Plan's compliance with the HIPAA privacy rule.

Except as described in this notice, other uses and disclosures will be made only with your written authorization. For example, in most cases, the Plan will obtain your authorization before it communicates with you about products or programs if the Plan is being paid to make those communications. The Plan will never sell your health information unless you have authorized us to do so. You may revoke your authorization as allowed under the HIPAA rules. However, you cannot revoke your authorization with respect to disclosures the Plan has already made. You will be notified of any unauthorized access, use or disclosure of your unsecured health information as required by law.

The Plan will notify you if it becomes aware that there has been a loss of your health information in a manner that could compromise the privacy of your health information.

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

- **Right to request restrictions on certain uses and disclosures of your health information and the Plan's right to refuse**. You have the right to ask the Plan to restrict the use and disclosure of your health information for Treatment, Payment or Health Care Operations, except for uses or disclosures required by law. You have the right to ask the Plan to restrict the use and disclosure of your health information to family members, close friends, or other persons you identify as being involved in your care or payment for your care. You have the right to ask the Plan to restrict use and disclosure of health information to notify those persons of your location, general condition, or death – or to coordinate those efforts with entities assisting in disaster relief efforts. If you want to exercise this right, your request to the Plan must be in writing.

  The Plan is not required to agree to a requested restriction. And if the Plan does agree, a restriction may later be terminated by your written request, by agreement between you and the Plan (including an oral agreement), or unilaterally by the Plan for health information created or received after you are notified that the Plan has removed the restrictions. The Plan may also disclose health information about you if you need emergency treatment, even if the Plan has agreed to a restriction.

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

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

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

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

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

  You may also request your health information be sent to another entity or person, so long as that request is clear, conspicuous and specific. The Plan may provide you with a summary or explanation of the information instead of access to or copies of your health information, if you agree in advance and pay any applicable fees. The Plan also may charge reasonable fees for copies or postage.

  If the Plan does not maintain the health information but knows where it is maintained, you will be informed of where to direct your request.

  If the Plan keeps your records in an electronic format, you may request an electronic copy of your health information in a form and format readily producible by the Plan. You may also request that such electronic health information be sent to another entity or person, so long as that request is clear, conspicuous and specific. Any charge that is assessed to you for these copies must be reasonable and based on the Plan's cost.

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

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

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

- **Right to receive an accounting of disclosure of your health information**. You have the right to a list of certain disclosures the Plan has made of your health information. This is often referred to as an

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"accounting of disclosures." You generally may receive this accounting if the disclosure is required by law, in connection with public health activities, or in similar situations listed in the table earlier in this notice, unless otherwise indicated below.

You may receive information on disclosures of your health information for up to six (6) years before the date of your request. You do not have a right to receive an accounting of any disclosures made in any of these circumstances:

1. For Treatment, Payment or Health Care Operations;
2. To you about your own health information;
3. Incidental to other permitted or required disclosures;
4. Where authorization was provided;
5. To family members or friends involved in your care (where disclosure is permitted without authorization);
6. For national security or intelligence purposes or to correctional institutions or law enforcement officials in certain circumstance; or
7. As part of a "limited data set" (health information that excludes certain identifying information).

In addition, your right to an accounting of disclosures to a health oversight agency or law enforcement official may be suspended at the request of the agency or official. If you want to exercise this right, your request to the Plan must be in writing. Within 60 days of the request, the Plan will provide you with the list of disclosures or a written statement that the time period for providing this list will be extended for no more than 30 more days, along with the reasons for the delay and the date by which the Plan expects to address your request. You may make one (1) request in any 12-month period at no cost to you, but the Plan may charge a fee for subsequent requests. You will be notified of the fee in advance and have the opportunity to change or revoke your request.

- **Access and distribution of this Notice of Privacy Practices ("Privacy Notice").** This Privacy Notice will be provided as follows: 1) in paper format to employees upon hire, 2) electronically (and in paper format upon request) as part of the annual Open Enrollment materials, 3) electronically posted on the County of San Bernardino, Human Resources Department, Employee Benefits and Services Division web pages. Unless you affirmatively contact Human Resources and advise that you do not have electronic access to these documents, you will be deemed to have given your consent to continue to receive notices electronically. You may exercise your right to obtain a paper copy of this Privacy Notice, at any time, as described herein.

- **Right to obtain a paper copy of this Privacy Notice from the Plan upon request**. You have the right to obtain a paper copy of this Privacy Notice upon request. Even individuals who agreed to receive this Privacy Notice electronically may request a paper copy at any time.

If you want to exercise the first five rights listed above, please contact **Delta Dental** at (855) 244-7323. You will be provided with the necessary information and forms for you to complete and return, and Delta Dental will advise the Plan of your request. In some cases, the Plan (or Delta Dental as its Administrator) may charge you a nominal, cost-based fee to comply with your request.

Changes to the information in this Privacy Notice
The Plan must abide by the terms of the Privacy Notice currently in effect. This Privacy Notice takes effect on July 22, 2017. However, the Plan reserves the right to change the terms of its privacy policies as described in this Privacy Notice at any time, and to make new provisions effective for all health information that the Plan maintains. This includes health information that was previously created or received, not just health information created or received after the policy is changed. If changes are made to the Plan's privacy policies described in this Privacy Notice, you will be provided with a revised Privacy Notice either electronically or by mail to your mailing address. If you receive this Privacy Notice electronically, you may also request a paper copy at no charge. This

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Privacy Notice is also posted on the County of San Bernardino, Human Resources Department website (hr.sbcounty.gov/employee-benefits).

Our right to check your identity
For your protection, we may check your identity whenever you have questions about your specific enrollment Plan activities. We will check your identity whenever you submit requests to look at, copy or amend your records or to obtain a list of disclosures of your health information.

Complaints
If you believe your privacy rights have been violated or your Plan has not followed its legal obligations under HIPAA, you may complain to the Plan Administrator, Delta Dental or to the County of San Bernardino, Office of Compliance and Ethics at the addresses listed below. Alternatively you may complain to the Secretary of the U.S. Department of Health and Human Services, at the regional office that handles your area, generally within 180 days of when the act or omission occurred. You will not be retaliated against for filing a complaint.

To file a complaint with the County of San Bernardino, Office of Compliance and Ethics:	To file a complaint with the Plan as administered by Delta Dental, contact:
HIPAA Complaints Official 175 W. Fifth Street, First Floor San Bernardino, CA 92415-0440 Phone # (909) 387-4500 Email: HIPAAComplaints@cao.sbcounty.gov Fax # (909) 387-8950	Delta Dental of California 100 First Street San Francisco, CA 94105 Phone # (855) 244-7323

For more information on the Plan's privacy policies or your rights under HIPAA, contact:

HIPAA Benefits Analyst
County of San Bernardino,
Human Resources Department
Employee Benefits and Services
175 W. Fifth Street, First Floor
San Bernardino, CA 92415-0440
Email: ebsd@hr.sbcounty.gov
Phone # (909) 387-5787
Fax # (909) 387-5566

Delta Dental of California
100 First Street
San Francisco, CA 94105
Phone # (855) 244-7323

Plans that will follow this Notice include the following:
- County of San Bernardino, Active Employee's Self-Funded Dental PPO Plan #00001 DPPO
- County of San Bernardino, Active Employee's Self-Funded Dental PPO Needles Plan #00002 DPPO
- County of San Bernardino, Active Employee's Self-Funded Dental PPO Special Pay Plan #00003 DPPO
- County of San Bernardino, COBRA Self-Funded Dental PPO Plan # 09000 DPPO
- County of San Bernardino, COBRA Self-Funded Dental PPO Needles Plan # 09000 DPPO

Notice to Employees:

THIS EMPLOYER IS REGISTERED WITH THE EMPLOYMENT DEVELOPMENT DEPARTMENT (EDD) AS REQUIRED BY THE CALIFORNIA UNEMPLOYMENT INSURANCE CODE AND IS REPORTING WAGE CREDITS TO THE EDD THAT ARE BEING ACCUMULATED FOR YOU TO BE USED AS A BASIS FOR:

UI

Unemployment Insurance

(funded entirely by employers' taxes)

Unemployment Insurance (UI) is paid for by your employer and provides partial income replacement when you are unemployed or your hours are reduced due to no fault of your own. To claim UI benefit payments you must also meet all UI eligibility requirements, including that you must be available for work and searching for work.

How to File a New UI Claim

Use one of the following methods:

- **Online:** UI Online℠ is the fastest and most convenient way to file your UI claim. Visit **www.edd.ca.gov/UI_Online** to get started.
- **Phone:** Representatives are available at the following toll-free numbers, Monday through Friday between **8 a.m. to 12 noon** (Pacific Standard Time) except during state holidays.

English	**1-800-300-5616**	**Cantonese**	**1-800-547-3506**	**Vietnamese**	**1-800-547-2058**
Spanish	**1-800-326-8937**	**Mandarin**	**1-866-303-0706**	**TTY**	**1-800-815-9387**

- **Fax or Mail:** When accessing UI Online to file a new claim, some customers will be instructed to fax or mail their UI application to the EDD. If this occurs, the *Unemployment Insurance Application*, DE 1101I, will display. For faster and more secure processing, fax the completed form to the number listed on the form. If mailing your UI application, use the address on the form and allow additional time for processing.

Important: Waiting to file your UI claim may delay benefit payments.

DI

Disability Insurance

(funded entirely by employees' contributions)

Disability Insurance (DI) is funded by employees' contributions and provides partial wage replacement benefits to eligible Californians who are unable to work due to a non-work-related illness, injury, pregnancy, or disability.

Your employer must provide the *Disability Insurance Provisions*, DE 2515 brochure, to newly hired employees and to each employee who is unable to work due to a non-work-related illness, injury, pregnancy, or disability.

How to File a New DI Claim

Use one of the following methods:

- **Online:** SDI Online is the fastest and most convenient way to file your claim. Visit **www.edd.ca.gov/SDI_Online** to get started.
- **Mail:** To file a claim with the EDD by mail, complete and submit a *Claim for Disability Insurance (DI) Benefits*, DE 2501 form. You can obtain a paper claim form from your employer, physician/practitioner, visiting a State Disability Insurance office, online at **www.edd.ca.gov/Forms**, or by calling 1-800-480-3287.

Note: If your employer maintains an approved Voluntary Plan for DI coverage, contact your employer for assistance.

For more information about DI, visit **www.edd.ca.gov/disability** or call 1-800-480-3287.
State government employees should call 1-866-352-7675.
TTY (for deaf or hearing-impaired individuals only) is available at 1-800-563-2441.

PFL

Paid Family Leave

(funded entirely by employees' contributions)

Paid Family Leave (PFL) is funded by employees' contributions and provides partial wage replacement benefits to eligible Californians who need time off work to care for seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner. Benefits are also available to parents who need time off work to bond with a new child entering the family by birth, adoption, or foster care placement.

Your employer must provide the *Paid Family Leave*, DE 2511 brochure, to newly hired employees and to each employee who is taking time off work to care for a seriously ill family member or to bond with a new child.

How to File a New PFL Claim

Use one of the following methods:

- **Online:** SDI Online is the fastest and most convenient way to file your claim. Visit **www.edd.ca.gov/SDI_Online** to get started.
- **Mail:** To file a claim with the EDD by mail, complete and submit a *Claim for Paid Family Leave (PFL) Benefits*, DE 2501F form. You can obtain a paper claim form from your employer, a physician/practitioner, visiting a State Disability Insurance office, online at **www.edd.ca.gov/Forms**, or by calling 1-877-238-4373.

Note: If your employer maintains an approved Voluntary Plan for PFL coverage, contact your employer for assistance.

For more information about PFL, visit **www.edd.ca.gov/disability** or call 1-877-238-4373.
State government employees should call 1-877-945-4747.
TTY (for deaf or hearing-impaired individuals only) is available at 1-800-445-1312.

Note: Some employees may be exempt from coverage by the above insurance programs. It is illegal to make a false statement or to withhold facts to claim benefits. For additional general information, visit the EDD website at **www.edd.ca.gov**.

DE 1857A Rev. 43 (5-18) **(INTERNET)** Page 1 of 1 GA 888/CU

WHAT DOES "TRANSGENDER" MEAN?

Transgender is a term used to describe people whose gender identity differs from the sex they were assigned at birth. Gender expression is defined by the law to mean a "person's gender-related appearance and behavior whether or not stereotypically associated with the person's assigned sex at birth." Gender identity and gender expression are protected characteristics under the Fair Employment and Housing Act. That means that employers may not discriminate against someone because they identify as transgender or gender non-conforming. This includes the perception that someone is transgender or gender non-conforming.

WHAT IS A GENDER TRANSITION?

1. "Social transition" involves a process of socially aligning one's gender with the internal sense of self (e.g., changes in name and pronoun, bathroom facility usage, participation in activities like sports teams).

2. "Physical transition" refers to medical treatments an individual may undergo to physically align their body with internal sense of self (e.g., hormone therapies or surgical procedures).

A person does not need to complete any particular step in a gender transition in order to be protected by the law. An employer may not condition its treatment or accommodation of a transitioning employee upon completion of a particular step in a gender transition.

FAQ FOR EMPLOYERS

• What is an employer allowed to ask?

Employers may ask about an employee's employment history, and may ask for personal references, in addition to other non-discriminatory questions. An interviewer should not ask questions designed to detect a person's gender identity, including asking about their marital status, spouse's name, or relation of household members to one another. Employers should not ask questions about a person's body or whether they plan to have surgery.

• How do employers implement dress codes and grooming standards?

An employer who requires a dress code must enforce it in a non-discriminatory manner. This means that, unless an employer can demonstrate business necessity, each employee must be allowed to dress in accordance with their gender identity and gender expression. Transgender or gender non-conforming employees may not be held to any different standard of dress or grooming than any other employee.

• What are the obligations of employers when it comes to bathrooms, showers, and locker rooms?

All employees have a right to safe and appropriate restroom and locker room facilities. This includes the right to use a restroom or locker room that corresponds to the employee's gender identity, regardless of the employee's assigned sex at birth. In addition, where possible, an employer should provide an easily accessible unisex single stall bathroom for use by any employee who desires increased privacy, regardless of the underlying reason. Use of a unisex single stall restroom should always be a matter of choice. No employee should be forced to use one either as a matter of policy or due to harassment in a gender-appropriate facility. Unless exempted by other provisions of state law, all single-user toilet facilities in any business establishment, place of public accommodation, or state or local government agency must be identified as all-gender toilet facilities.

FILING A COMPLAINT

If you believe you are a victim of discrimination you may, within three years* of the discrimination, file a complaint of discrimination by contacting DFEH.

To schedule an appointment, contact the Communication Center below.

If you have a disability that requires a reasonable accommodation, the DFEH can assist you by scribing your intake by phone or, for individuals who are Deaf or Hard of Hearing or have speech disabilities, through the California Relay Service (711), or you can contact us below.

CONTACT US

Toll Free: (800) 884-1684
TTY: (800) 700-2320
contact.center@dfeh.ca.gov
www.dfeh.ca.gov

* Effective 1/1/2020.

DFEH-E04P-ENG / December 2019

DFEH

THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

THE MISSION OF THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING IS TO PROTECT THE PEOPLE OF CALIFORNIA FROM UNLAWFUL DISCRIMINATION IN EMPLOYMENT, HOUSING AND PUBLIC ACCOMMODATIONS, AND FROM THE PERPETRATION OF ACTS OF HATE VIOLENCE AND HUMAN TRAFFICKING.

SEXUAL HARASSMENT

THE FACTS

Sexual harassment is a form of discrimination based on sex/gender (including pregnancy, childbirth, or related medical conditions), gender identity, gender expression, or sexual orientation. Individuals of any gender can be the target of sexual harassment. Unlawful sexual harassment does not have to be motivated by sexual desire. Sexual harassment may involve harassment of a person of the same gender as the harasser, regardless of either person's sexual orientation or gender identity.

There are two types of sexual harassment

1. "Quid pro quo" (Latin for "this for that") sexual harassment is when someone conditions a job, promotion, or other work benefit on your submission to sexual advances or other conduct based on sex.

2. "Hostile work environment" sexual harassment occurs when unwelcome comments or conduct based on sex unreasonably interferes with your work performance or creates an intimidating, hostile, or offensive work environment. You may experience sexual harassment even if the offensive conduct was not aimed directly at you.

The harassment must be severe or pervasive to be unlawful. A single act of harassment may be sufficiently severe to be unlawful.

Behaviors that may be sexual harassment

1. Unwanted sexual advances

2. Offering employment benefits in exchange for sexual favors

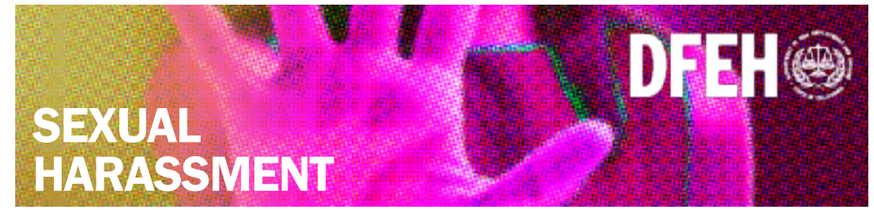
3. Leering; gestures; or displaying sexually suggestive objects, pictures, cartoons, or posters

4. Derogatory comments, epithets, slurs, or jokes

5. Graphic comments, sexually degrading words, or suggestive or obscene messages or invitations

6. Physical touching or assault, as well as impeding or blocking movements

NOTICES



Actual or threatened retaliation for rejecting advances or complaining about harassment is also unlawful.

Employees or job applicants who believe that they have been sexually harassed or retaliated against may file a complaint of discrimination with DFEH within three years* of the last act of harassment or retaliation. DFEH serves as a neutral fact-finder and attempts to help the parties voluntarily resolve disputes.
If DFEH finds sufficient evidence to establish that discrimination occurred and settlement efforts fail, the Department may file a civil complaint in state or federal court to address the causes of the discrimination and on behalf of the complaining party. DFEH may seek court orders changing the employer's policies and practices, punitive damages, and attorney's fees and costs if it prevails in litigation. Employees can also pursue the matter through a private lawsuit in civil court after a complaint has been filed with DFEH and a Right-to-Sue Notice has been issued.

EMPLOYER RESPONSIBILITY & LIABILITY

All employers, regardless of the number of employees, are covered by the harassment provisions of California law. Employers are liable for harassment by their supervisor or agents. All harassers, including both supervisory and non-supervisory personnel, may be held personally liable for harassment or for aiding and abetting harassment. The law requires employers to take reasonable steps to prevent harassment. If an employer fails to take such steps, that employer can be held liable for the harassment. In addition, an employer may be liable for the harassment by a non-employee (for example, a client or customer) of an employee, applicant, or person providing services for the employer. An employer will only be liable for this form of harassment if it knew or should have known of the harassment, and failed to take immediate and appropriate corrective action.

Employers have an affirmative duty to take reasonable steps to prevent and promptly correct discriminatory and harassing conduct, and to create a workplace free of harassment.

A program to eliminate sexual harassment from the workplace is not only required by law, but it is the most practical way for an employer to avoid or limit liability if harassment occurs.

ALL EMPLOYERS MUST TAKE THE FOLLOWING ACTIONS TO PREVENT HARASSMENT AND CORRECT IT WHEN IT OCCURS:

1. Distribute copies of this document or an alternative writing that complies with Government Code 12950. This document may be duplicated in any quantity.

2. Post a copy of the DFEH employment poster "California Law Prohibits Workplace Discrimination and Harassment."

3. Develop a harassment, discrimination, and retaliation prevention policy in accordance with 2 CCR 11023.

The policy must:

- Be in writing.
- List all protected groups under the FEHA.
- Indicate that the law prohibits coworkers and third parties, as well as supervisors and managers with whom the employee comes into contact, from engaging in prohibited harassment.
- Create a complaint process that ensures confidentiality to the extent possible; a timely response; an impartial and timely investigation by qualified personnel; documentation and tracking for reasonable progress; appropriate options for remedial actions and resolutions; and timely closures.
- Provide a complaint mechanism that does not require an employee to complain directly to their immediate supervisor. That complaint mechanism must include, but is not limited to including: provisions for direct communication, either orally or in writing, with a designated company representative; and/ or a complaint hotline; and/ or access to an ombudsperson; and/or identification of DFEH and the United States Equal Employment Opportunity Commission as additional avenues for employees to lodge complaints.
- Instruct supervisors to report any complaints of misconduct to a designated company representative, such as a human resources manager, so that the company can try to resolve the claim internally. Employers with 50 or more employees are required to include this as a topic in mandated sexual harassment prevention training (see 2 CCR 11024).
- Indicate that when the employer receives allegations of misconduct, it will conduct a fair, timely, and thorough investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected.
- Make clear that employees shall not be retaliated against as a result of making a complaint or participating in an investigation.

4. Distribute its harassment, discrimination, and retaliation prevention policy by doing one or more of the following:

- Printing the policy and providing a copy to employees with an acknowledgment form for employees to sign and return.
- Sending the policy via email with an acknowledgment return form.
- Posting the current version of the policy on a company intranet with a tracking system to ensure all employees have read and acknowledged receipt of the policy.
- Discussing policies upon hire and/or during a new hire orientation.
- Using any other method that ensures employees received and understand the policy.

5. If the employer's workforce at any facility or establishment contains ten percent or more of persons who speak a language other than English as their spoken language, that employer shall translate the harassment, discrimination, and retaliation policy into every language spoken by at least ten percent of the workforce.

6. In addition, employers who do business in California and employ 5 or more part-time or full-time employees must provide at least one hour of training regarding the prevention of sexual harassment, including harassment based on gender identity, gender expression, and sexual orientation, to each non-supervisory employee; and two hours of such training to each supervisory employee. All employees must be trained by January 1, 2021. Beginning January 1, 2021, new supervisory employees must be trained within six months of assuming their supervisory position, and new non-supervisory employees must be trained within six months of hire. Employees must be retrained once every two years. Please see Gov. Code 12950.1 and 2 CCR 11024 for further information.

CIVIL REMEDIES

1. Damages for emotional distress from each employer or person in violation of the law

2. Hiring or reinstatement

3. Back pay or promotion

4. Changes in the policies or practices of the employer

To schedule an appointment, contact the Communication Center below.

If you have a disability that requires a reasonable accommodation, the DFEH can assist you by scribing your intake by phone or, for individuals who are Deaf or Hard of Hearing or have speech disabilities, through the California Relay Service (711), or you can contact us below.

CONTACT US

Toll Free: (800) 884-1684
TTY: (800) 700-2320
contact.center@dfeh.ca.gov
www.dfeh.ca.gov

* Effective 1/1/2020.

DFEH-185P-ENG / December 2019

NOTICES

YOUR EMPLOYER HAS AN OBLIGATION TO:

- Reasonably accommodate your medical needs related to pregnancy, childbirth or related conditions (such as temporarily modifying your work duties, providing you with a stool or chair, or allowing more frequent breaks);
- Transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy; and
- Provide you with pregnancy disability leave (PDL) of up to four months (the working days you normally would work in one-third of a year or 17 1/3 weeks) and return you to your same job when you are no longer disabled by your pregnancy or, in certain instances, to a comparable job. Taking PDL, however, does not protect you from non-leave related employment actions, such as a layoff.
- Provide a reasonable amount of break time and use of a room or other location in close proximity to the employee's work area to express breast milk in private as set forth in the Labor Code.

FOR PREGNANCY DISABILITY LEAVE:

- PDL is not for an automatic period of time, but for the period of time that you are disabled by pregnancy. Your health care provider determines how much time you will need.
- Once your employer has been informed that you need to take PDL, your employer must guarantee in writing that you can return to work in your same position if you request a written guarantee. Your employer may require you to submit written medical certification from your health care provider substantiating the need for your leave.
- PDL may include, but is not limited to, additional or more frequent breaks, time for prenatal or postnatal medical appointments, doctor-ordered bed rest, severe morning sickness, gestational diabetes, pregnancy-induced hyper-tension, preeclampsia, recovery from childbirth or loss or end of pregnancy, and/or post-partum depression.
- PDL does not need to be taken all at once but can be taken on an as-needed basis as required by your health care provider, including intermittent leave or a reduced work schedule, all of which counts against your four month entitlement to leave.
- Your leave will be paid or unpaid depending on your employer's policy for other medical leaves. You may also be eligible for state disability insurance or Paid Family Leave (PFL), administered by the California Employment Development Department.
- At your discretion, you can use any vacation or other paid time off during your PDL.
- Your employer may require or you may choose to use any available sick leave during your PDL.
- Your employer is required to continue your group health coverage during your PDL at the same level and under the same conditions that coverage would have been provided if you had continued in employment continuously for the duration of your leave.
- Taking PDL may impact certain of your benefits and your seniority date; please contact your employer for details.
- If possible, you must provide at least 30 days' advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself). For events that are unforeseeable, we need you to notify your employer, at least verbally, as soon as you learn of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

NOTICE OBLIGATIONS AS AN EMPLOYEE:

- Give your employer reasonable notice. To receive reasonable accommodation, obtain a transfer, or take PDL, you must give your employer sufficient notice for your employer to make appropriate plans. Sufficient notice means 30 days advance notice if the need for the reasonable accommodation, transfer, or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.
- Provide a Written Medical Certification from Your Health Care Provider. Except in a medical emergency where there is no time to obtain it, your employer may require you to supply a written medical certification from your health care provider of the medical need for your reasonable accommodation, transfer or PDL. If the need is an emergency or unforeseeable, you must provide this certification within the time frame your employer requests, unless it is not practicable for you to do so under the circumstances despite your diligent, good faith efforts. Your employer must provide at least 15 calendar days for you to submit the certification. See your employer for a copy of a medical certification form to give to your health care provider to complete.
- Please note that if you fail to give your employer reasonable advance notice or, if your employer requires it, written medical certification of your medical need, your employer may be justified in delaying your reasonable accommodation, transfer, or PDL.

ADDITIONAL RIGHTS UNDER CALIFORNIA FAMILY RIGHTS ACT (CFRA) LEAVE AND NEW PARENT LEAVE ACT (NPLA):

Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, and if we employ 50 or more employees at your worksite or within 75 miles of your worksite, you may have a right to a family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse. If we employ less than 50 employees at your worksite or within 75 miles of your worksite, but at least 20 employees at your worksite or within 75 miles of your worksite, you may have a right to a family care leave for the birth, adoption, or foster care placement of your child under the New Parent Leave Act (NPLA). Similar to CFRA leave, the NPLA leave may be up to 12 workweeks in a 12-month period. While the law provides only unpaid leave, employees may choose or employers may require use of accrued paid leave while taking CFRA leave under certain circumstances and employees may choose to use accrued paid leave while taking NPLA leave.*

*CFRA and NPLA applies to all employees of the state of California and any other political or civil subdivision of the state and cities, regardless of the number of employees.

This notice is a summary of your rights and obligations under the Fair Employment and Housing Act (FEHA). For more information about your rights and obligations as a pregnant employee, contact your employer, visit the Department of Fair Employment and Housing's website at www.dfeh.ca.gov, or contact DFEH at (800) 884-1684 (voice or via relay operator 711), TTY (800) 700-2320, or contact.center@dfeh.ca.gov. The text of the FEHA and the regulations interpreting it are available on the Department of Fair Employment and Housing's website at www.dfeh.ca.gov.

CONTACT US

Toll Free: (800) 884-1684
TTY: (800) 700-2320
contact.center@dfeh.ca.gov
www.dfeh.ca.gov

DFEH-E09P-ENG / December 2019

EMPLOYEE RIGHTS
UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

BENEFITS & PROTECTIONS

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division

WHD WAGE AND HOUR DIVISION

WH1420 REV 04/16

Employment Development Department
State of California

NOTICE TO EMPLOYEES
UNEMPLOYMENT INSURANCE BENEFITS

This employer is registered under the California Unemployment Insurance Code and is reporting wage credits to the Employment Development Department (EDD) that are being accumulated for you to be used as a basis for Unemployment Insurance benefits.

You may be eligible to receive Unemployment Insurance benefits if you are:

- Unemployed or working less than full-time.
  and
- Out of work due to no fault of your own and physically able to work, ready to accept work, and looking for work.

Employees of Educational Institutions:

Unemployment Insurance benefits based on wages earned while employed by a public or nonprofit educational institution may not be paid during a school recess period if the employee has reasonable assurance of returning to work at the end of the recess period (California Unemployment Insurance Code section 1253.3). Benefits based on other covered employment may be payable during recess periods if the unemployed individual is in all other respects eligible, and the wages earned in other covered employment are sufficient to establish an Unemployment Insurance claim after excluding wages earned from a public or nonprofit educational institution(s).

Note: Some employees may be exempt from Unemployment and Disability Insurance coverage.

The fastest way to file for Unemployment Insurance (UI) is with UI Online at www.edd.ca.gov/UI_Online.

You may also file for Unemployment Insurance by calling toll-free from anywhere in the U.S. at:

English	1-800-300-5616	Mandarin	1-866-303-0706
Spanish	1-800-326-8937	Vietnamese	1-800-547-2058
Cantonese	1-800-547-3506	TTY	1-800-815-9387

Note: Waiting to file a claim could delay benefits.
EDD representatives are available Monday through Friday between 8 a.m. and 12 noon (Pacific Time).

DE 1857D Rev. 19 (7-18) **(INTERNET)**

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CU

FAMILY CARE & MEDICAL LEAVE & PREGNANCY DISABILITY LEAVE

DFEH

THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

THE MISSION OF THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING IS TO PROTECT THE PEOPLE OF CALIFORNIA FROM UNLAWFUL DISCRIMINATION IN EMPLOYMENT, HOUSING AND PUBLIC ACCOMMODATIONS, AND FROM THE PERPETRATION OF ACTS OF HATE VIOLENCE AND HUMAN TRAFFICKING.

Under the California Family Rights Act of 1993 you may have a right to a family care or medical leave for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse. California law also prohibits employers from denying or interfering with requests for Pregnancy Disability Leave.

Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, and if we employ 50 or more employees at your worksite or within 75 miles of your worksite, you may have a right to a family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse. If we employ less than 50 employees at your worksite or within 75 miles of your worksite, but at least 20 employees at your worksite or within 75 miles of your worksite, you may have a right to a family care leave for the birth, adoption, or foster care placement of your child under the New Parent Leave Act (NPLA). Similar to CFRA leave, the NPLA leave may be up to 12 workweeks in a 12-month period. While the law provides only unpaid leave, employees may choose or employers may require use of accrued paid leave while taking CFRA leave under certain circumstances and employees may choose to use accrued paid leave while taking NPLA leave.

Even if you are not eligible for CFRA or NPLA leave, if you are disabled by pregnancy, childbirth or a related medical condition, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA or NPLA-eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA or NPLA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement-for pregnancy disability it is to the same position and for CFRA or NPLA it is to the same or a comparable position-at the end of the leave, subject to any defense allowed under the law.

If possible, you must provide at least 30 days' advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events that are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

We may require certification from your health care provider before allowing you a leave for pregnancy disability or for your own serious health condition. We also may require certification from the health care provider of your child, parent or spouse, who has a serious health condition, before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or reduced work schedule.

If you are taking a leave for the birth, adoption, or foster care placement of a child, the basic minimum duration of the leave is two weeks, and you must conclude the leave within one year of the birth or placement for adoption or foster care.

Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact DFEH.

To schedule an appointment, contact the Communication Center below.

If you have a disability that requires a reasonable accommodation, the DFEH can assist you by scribing your intake by phone or, for individuals who are Deaf or Hard of Hearing or have speech disabilities, through the California Relay Service (711), or you can contact us below.

CONTACT US

Toll Free: (800) 884-1684
TTY: (800) 700-2320
contact.center@dfeh.ca.gov
www.dfeh.ca.gov

Equal Employment Opportunity is THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN
Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY
Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE
The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)
In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS
Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION
All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED
There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:
The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN
Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES
Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION
Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX
In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES
Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

EEOC 9/02 and OFCCP 8/08 Versions Useable With 11/09 Supplement *EEOC-P/E-1 (Revised 11/09)*

The Labor Commissioner's Office

EMPLOYERS MUST PROVIDE THIS INFORMATION TO NEW WORKERS WHEN HIRED AND TO OTHER WORKERS WHO ASK FOR IT

RIGHTS OF VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT AND STALKING

Your Right to Take Time Off:

- You have the right to take time off from work to get help to protect you and your children's health, safety or welfare. You can take time off to get a restraining order or other court order.
- If your company has 25 or more workers, you can take time off from work to get medical attention or services from a domestic violence shelter, program or rape crisis center, psychological counseling, or receive safety planning related to domestic violence, sexual assault, or stalking.
- You may use available vacation, personal leave, accrued paid sick leave or compensatory time off for your leave unless you are covered by a union agreement that says something different. Even if you don't have paid leave, you still have the right to time off.
- In general, you don't have to give your employer proof to use leave for these reasons.
- If you can, you should tell your employer before you take time off. Even if you cannot tell your employer before, your employer cannot discipline you if you give proof explaining the reason for your absence within a reasonable time. Proof can be a police report, court order or doctor's or counselor's note or similar document.

Your Right to Reasonable Accommodation:

- You have the right to ask your employer for help or changes in your workplace to make sure you are safe at work. Your employer must work with you to see what changes can be made. Changes in the workplace may include putting in locks, changing your shift or phone number, transferring or reassigning you, or help with keeping a record of what happened to you. Your employer can ask you for a signed statement certifying that your request is for a proper purpose, and may also request proof showing your need for an accommodation. Your employer cannot tell your coworkers or anyone else about your request.

Your Right to Be Free from Retaliation and Discrimination:

Your employer cannot treat you differently or fire you because:

- You are a victim of domestic violence, sexual assault, or stalking.
- You asked for leave time to get help.
- You asked your employer for help or changes in the workplace to make sure you are safe at work.

You can file a complaint with the Labor Commissioner's Office against your employer if he/she retaliates or discriminates against you.

For more information, contact the California Labor Commissioner's Office. We can help you by phone at 213-897-6595, or you can find a local office on our website: www.dir.ca.gov/dlse/DistrictOffices.htm. If you do not speak English, we will provide an interpreter in your language at no cost to you. This Notice explains rights contained in California Labor Code sections 230 and 230.1. Employers may use this Notice or one substantially similar in content and clarity.

Labor Commissioner's Office Victims of Domestic Violence, Sexual Assault and Stalking Notice 5/2017

DFEH

THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

THE MISSION OF THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING IS TO PROTECT THE PEOPLE OF CALIFORNIA FROM UNLAWFUL DISCRIMINATION IN EMPLOYMENT, HOUSING AND PUBLIC ACCOMMODATIONS, AND FROM THE PERPETRATION OF ACTS OF HATE VIOLENCE AND HUMAN TRAFFICKING.

CALIFORNIA LAW PROHIBITS WORKPLACE

DISCRIMINATION & HARASSMENT

The California Department of Fair Employment and Housing (DFEH) enforces laws that protect you from illegal discrimination and harrasment in employment based on your actual or perceived:

- ANCESTRY
- AGE (40 and above)
- COLOR
- DISABILITY (physical, mental, HIV and AIDS)
- GENETIC INFORMATION
- GENDER IDENTITY, GENDER EXPRESSION
- MARITAL STATUS
- MEDICAL CONDITION (genetic characteristics, cancer or a record or history of cancer)
- MILITARY OR VETERAN STATUS
- NATIONAL ORIGIN (includes language use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law)
- RACE (including, but not limited to, hair texture and protective hairstyles. Protective hairstyles includes, but is not limited to, such hairstyles as braids, locks, and twists)
- RELIGION (includes religious dress and grooming practices)
- SEX/GENDER (includes pregnancy, childbirth, breastfeeding and/or related medical conditions)
- SEXUAL ORIENTATION

CALIFORNIA LAW PROHIBITS WORKPLACE DISCRIMINATION & HARASSMENT

DFEH

THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT (GOVERNMENT CODE SECTIONS 12900 THROUGH 12996) AND ITS IMPLEMENTING REGULATIONS (CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTIONS 11000 THROUGH 11141):

1. Prohibit harassment of employees, applicants, unpaid interns, volunteers, and independent contractors by any persons and require employers to take all reasonable steps to prevent harassment. This includes a prohibition against sexual harassment, gender harassment, harassment based on pregnancy, childbirth, breastfeeding and/or related medical conditions, as well as harassment based on all other characteristics listed above.

2. Require that all employers provide information to each of their employees on the nature, illegality, and legal remedies that apply to sexual harassment. Employers may either develop their own publications, which must meet standards set forth in California Government Code section 12950, or use material from DFEH.

3. Require employers with 5 or more employees and all public entities to provide training for all employees regarding the prevention of sexual harassment, including harassment based on gender identity, gender expression, and sexual orientation.

4. Prohibit employers from limiting or prohibiting the use of any language in any workplace unless justified by business necessity. The employer must notify employees of the language restriction and consequences for violation. Also prohibits employers from discriminating against an applicant or employee because they possess a driver's license issued to a person who is unable to prove that their presence in the United States is authorized under federal law.

5. Require employers to reasonably accommodate an employee, unpaid intern, or job applicant's religious beliefs and practices, including the wearing or carrying of religious clothing, jewelry or artifacts, and hair styles, facial hair, or body hair, which are part of an individual's observance of their religious beliefs.

6. Require employers to reasonably accommodate employees or job applicants with disabilities to enable them to perform the essential functions of a job.

7. Permit job applicants, unpaid interns, volunteers, and employees to file complaints with DFEH against an employer, employment agency, or labor union that fails to grant equal employment as required by law.

8. Prohibit discrimination against any job applicant, unpaid intern, or employee in hiring, promotions, assignments, termination, or any term, condition, or privilege of employment.

9. Require employers, employment agencies, and unions to preserve applications, personnel records, and employment referral records for a minimum of two years.

10. Require employers to provide leaves of up to four months to employees disabled because of pregnancy, childbirth, or a related medical condition.

11. Require an employer to provide reasonable accommodations requested by an employee, on the advice of their health care provider, related to their pregnancy, childbirth, or a related medical condition.

12. Require employers of 20 or more persons to allow eligible employees to take up to 12 weeks leave in a 12-month period for the birth of a child or the placement of a child for adoption or foster care; also require employers of 50 or more persons to allow eligible employees to take up to 12 weeks leave in a 12-month period for an employee's own serious health condition or to care for a parent, spouse, or child with a serious health condition.

13. Require employment agencies to serve all applicants equally, refuse discriminatory job orders, and prohibit employers and employment agencies from making discriminatory pre-hiring inquiries or publishing help-wanted advertisements that express a discriminatory hiring preference.

14. Prohibit unions from discriminating in member admissions or dispatching members to jobs.

15. Prohibit retaliation against a person who opposes, reports, or assists another person to oppose unlawful discrimination.

FILING A COMPLAINT

The law provides for remedies for individuals who experience prohibited discrimination or harassment in the workplace. These remedies include hiring, front pay, back pay, promotion, reinstatement, cease-and-desist orders, expert witness fees, reasonable attorney's fees and costs, punitive damages, and emotional distress damages.

Job applicants, unpaid interns, and employees: If you believe you have experienced discrimination or harassment you may file a complaint with DFEH. Independent contractors and volunteers: If you believe you have been harassed, you may file a complaint with DFEH.

Complaints must be filed within three years* of the last act of discrimination/harassment. For victims who are under the age of eighteen, not later than three years after the last act of discrimination/harassment or one year after the victim's eighteenth birthday, whichever is later.

To schedule an appointment, contact the Communication Center below.

If you have a disability that requires a reasonable accommodation, the DFEH can assist you by scribing your intake by phone or, for individuals who are Deaf or Hard of Hearing or have speech disabilities, through the California Relay Service (711), or you can contact us below.

DFEH is committed to providing access to our materials in an alternative format as a reasonable accommodation for people with disabilities when requested.

Government Code section 12950 and California Code of Regulations, title 2, section 11013, require all employers to post this document. It must be conspicuously posted in hiring offices, on employee bulletin boards, in employment agency waiting rooms, union halls, and other places employees gather. Any employer whose workforce at any facility or establishment consists of more than 10% of non-English speaking persons must also post this notice in the appropriate language or languages.

CONTACT US

Toll Free: (800) 884-1684
TTY: (800) 700-2320
contact.center@dfeh.ca.gov
www.dfeh.ca.gov

* Effective 1/1/2020.

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