

2026-2027 Benefits Information

for HOURLY EMPLOYEES



Medical Plan

for all HOURLY EMPLOYEES

Summary of Benefits

IN-NETWORK PLAN DESIGN (Out-of-network provider services are not covered)

Plan Provision	Bronze High-Deductible Health Plan (HDHP)
Deductible	\$4,000 Single / \$8,000 Family Note: The Family Deductible is satisfied for all covered family members when one or more covered family members have paid an amount toward the deductible equal to the family deductible.
Co-Insurance	Plan pays 70% after deductible Member pays 30% of \$8,000 (single) or \$16,000 (family) up to OOP max
Out-of-Pocket Maximum (OOP)	\$6,400 Single / \$12,800 Family (deductible & coinsurance apply to member's OOP max)
Preventive Care	100% (not subject to deductible and coinsurance)
Physician Office Visits-PCP	All Covered Services Subject to Deductible and Co-Insurance
Physician Office Visits-Specialist	
Lab Services	
Imaging	
Emergency Room	
Inpatient Hospital	
Outpatient Hospital	
Ambulatory Surgical Ctr	
Skilled Nursing Facility/Hospice/Rehab	
Chiropractic	
PT/OT/Speech/Mental Health/Substance	

PRESCRIPTION DRUG PLAN THROUGH EmpiRx

Generic	Subject to Above Deductible and Co-Insurance
Preferred Brand	
Non-Preferred Brand	
Mail Order	

Contribution Amounts

WEEKLY COST

Hourly Compensation	Single	Family
≥ \$22.60	\$168.62	\$418.20
\$18.23 to \$22.59	\$79.62	\$207.00
≤ \$18.22	\$63.69	\$165.60

BIWEEKLY COST

Hourly Compensation	Single	Family
≥ \$22.60	\$337.25	\$836.40
\$18.23 to \$22.59	\$159.23	\$414.00
≤ \$18.22	\$127.38	\$331.20

Eligibility

Medical Benefits are available on the first of the month following two full months of employment. For example, if you were hired January 4, you would be eligible for benefits on April 1. If you were hired August 30, you would be eligible November 1.

Administrator: UMR

For more information visit www.umar.com or call UMR Customer Service at 1 800-826-9781.
For Prescription Solutions, call 1 877-559-2955.

Network Provider: UnitedHealthcare Options PPO

Plan Type:

Bronze High Deductible Health Plan (HDHP) Health Savings Account (HSA)* Compatible

* SOLOMON PAGE DOES NOT OFFER HSA ACCOUNTS. YOU MUST CONTACT YOUR LOCAL BANK TO SET UP. Please Refer to the 'Health Savings Account (HSA) Frequently Asked Questions' for more information on how an HSA can help you save money on medical expenses.

*Please note that certain specialty drugs are excluded from this plan. Please reference the Summary of Benefits Coverage and the list of specialty drug exclusions provided at Open Enrollment and by request.

Health Savings Account

Only employees enrolled in a High Deductible Health Plan are eligible to defer a portion of their earnings to a Health Savings Account. A Health Savings Account is a specific bank account the employee establishes using pre-tax dollars. This can be paired with your healthcare plan but must be opened outside of the organization, as we do not currently offer an employee sponsored account.

Here are the benefits of an HSA!

- The monies accumulated in the Health Savings Account fund health care expenses on a pre-tax basis.
- The HSA has no “use it or lose it” provision so the funds roll over each year and are the property of the employee establishing the account (should the employee change jobs or leave the company).

As health insurance costs increase and people consider their future health care needs, employers increasingly look to High Deductible Health Plans featuring Health Savings Accounts as a way of balancing costs both today and in the future.

The IRS lists all items eligible for reimbursement in Section 213d of the Internal Revenue Code.



Dental Plan

for all HOURLY EMPLOYEES

Summary of Benefits

COVERED SERVICES *	GOLD NETWORK **	GOLD NON-NETWORK ***
Annual Maximum	\$1,500	\$1,500
DIAGNOSTIC SERVICES		
Periodic Oral Evaluation	100%	100%
Radiographs	100%	100%
Lab and Other Diagnostic Tests	100%	100%
PREVENTIVE SERVICES		
Prophylaxis (Cleaning)	100%	100%
Fluoride Treatment (Preventive)	100%	100%
Sealants	100%	100%
Space Maintainers	100%	100%
BASIC SERVICES		
Restorations (Amalgams or Composite)	70%	60%
Emergency Treatment/General Services	70%	60%
Simple Extractions	70%	60%
Oral Surgery (incl. surgical extractions)	70%	60%
Periodontics	70%	60%
Endodontics	70%	60%
MAJOR SERVICES		
Inlays/Onlays/Crowns	50%	50%
Dentures and Removable Prosthetics	50%	50%
Fixed Partial Dentures (Bridges)	50%	50%
Implants	50%	50%
ORTHODONTIC SERVICES		
Diagnose or correct misalignment of the teeth or bite	50%	50%

ORTHODONTICS	GOLD	GOLD
	NETWORK	NON-NETWORK
Annual Maximum (the sum of all Network and Non-Network benefits will not exceed Annual maximum)	\$1,000 per person per Lifetime	\$1,000 per person per Lifetime
Individual Annual Deductible	\$0	\$0
Family Annual Deductible	\$0	\$0
New enrollee's waiting period	None	None
Annual deductible applies to preventive and diagnostic services	No	No
Annual Deductible Applies to Orthodontic Services	No	No
Orthodontic Eligibility Requirement	Child Only up to age 19	Child Only up to age 19

NON-ORTHODONTICS	NETWORK	NON-NETWORK
Annual Maximum (the sum of all Network and Non-Network benefits will not exceed Annual maximum)	\$1,500 per person per Calendar Yr	\$1,500 per person per Calendar Yr
Individual Annual Deductible	\$50	\$50
Family Annual Deductible	\$100	\$100

DENTAL RATES	WEEKLY	BIWEEKLY
Single	\$12.56	\$25.12
Single + 1	\$24.66	\$49.32
Family	\$42.70	\$85.40

* Your dental plan provides that where two or more professionally acceptable dental treatments for a dental condition exist, your plan bases reimbursement on the least costly treatment alternative. If you and your dentist agreed on a treatment which is more costly than the treatment on which the plan benefit is based, you will be responsible for the difference between the fee for service rendered and the fee covered by the plan. In addition, a pre-treatment estimate is recommended for any service estimated to cost over \$500; please consult your dentist.

**The network percentage of benefits is based on the discounted fees negotiated with the provider.

***The non-network percentage of benefits is based on the usual and customary fees in the geographic areas in which the expenses are incurred.

Veneers are only covered when a filling cannot restore a tooth. For a complete description and coverage levels for Veneers, please refer to your Certificate of Coverage.

Cone Beams are limited to combined captured and interpretation treatment codes only. For a complete description and coverage levels for Cone Beams, please refer to your Certificate of Coverage.

The Prenatal Dental Care (not available in WA) and Oral Cancer Screening programs are covered under this plan.

UNITEDHEALTHCARE/DENTAL EXCLUSIONS AND LIMITATIONS

Dental Services described in this section are covered when such services are:

- A. Necessary;
- B. Provided by or under the direction of a Dentist or other appropriate provider as specifically described;
- C. The least costly, clinically accepted treatment, and
- D. Not excluded as described in the Section entitled. General Exclusions.

GENERAL LIMITATIONS

- 1 PERIODIC ORAL EVALUATION Limited to 2 times per consecutive 12 months.
- 2 COMPLETE SERIES OR PANOREX RADIOGRAPHS Limited to 1 time per consecutive 36 months.
- 3 BITEWING RADIOGRAPHS Limited to 1 series of films per calendar year.
- 4 EXTRAORAL RADIOGRAPHS Limited to 2 films per calendar year.
- 5 DENTAL PROPHYLAXIS Limited to 2 times per consecutive 12 months.
- 6 FLUORIDE TREATMENTS Limited to covered persons under the age of 16 years, and limited to 2 times per consecutive 12 months.
- 7 SPACE MAINTAINERS Limited to covered persons under the age of 16 years, limited to 1 per consecutive 60 months. Benefit includes all adjustments within 6 months of installation
- 8 SEALANTS Limited to covered persons under the age of 16 years, and once per first or second permanent molar every consecutive 36 months.
- 9 RESTORATIONS (Amalgam or Composite) Multiple restorations on one surface will be treated as a single filling.
- 10 PIN RETENTION Limited to 2 pins per tooth; not covered in addition to cast restoration.
- 11 INLAYS, ONLAYS, AND VENEERS Limited to 1 time per tooth per consecutive 60 months. Covered only when a filling cannot restore the tooth.
- 12 CROWNS Limited to 1 time per tooth per consecutive 60 months. Covered only when a filling cannot restore the tooth.
- 13 POST AND CORES Covered only for teeth that have had root canal therapy.
- 14 SEDATIVE FILLINGS Covered as a separate benefit only if no other service, other than x-rays and exam, were performed on the same tooth during the visit.
- 15 SCALING AND ROOT PLANING Limited to 1 time per quadrant per consecutive 24 months.
- 16 ROOT CANAL THERAPY Limited to 1 time per tooth per lifetime.
- 17 PERIODONTAL MAINTENANCE Limited to 2 times per consecutive 12 months following active or adjunctive periodontal therapy, exclusive of gross debridement.
- 18 FULL DENTURES Limited to 1 time every consecutive 60 months. No additional allowances for precision or semi-precision attachments.
- 19 PARTIAL DENTURES Limited to 1 time every consecutive 60 months. No additional allowances for precision or semi-precision attachments.
- 20 RELINING AND REBASING DENTURES Limited to relining/rebasing performed more than 6 months after the initial insertion. Limited to 1 time per consecutive 12 months.
- 21 REPAIRS TO FULL DENTURES, PARTIAL DENTURES, BRIDGES Limited to repairs or adjustments performed more than 12 months after the initial insertion. Limited to 1 per consecutive 6 months.
- 22 PALLIATIVE TREATMENT Covered as a separate benefit only if no other service, other than the exam and radiographs, were performed on the same tooth during the visit.
- 23 OCCLUSAL GUARDS Limited to 1 guard every consecutive 36 months and only covered if prescribed to control habitual grinding.
- 24 FULL MOUTH DEBRIDEMENT Limited to 1 time every consecutive 36 months.
- 25 GENERAL ANESTHESIA Covered only when clinically necessary.
- 26 OSSEOUS GRAFTS Limited to 1 per quadrant or site per consecutive 36 months.
- 27 PERIODONTAL SURGERY Hard tissue and soft tissue periodontal surgery are limited to 1 quadrant or site per consecutive 36 months per surgical area.
- 28 REPLACEMENT OF COMPLETE DENTURES, FIXED OR REMOVABLE PARTIAL DENTURES, CROWNS, INLAYS OR ONLAYS Replacement of complete dentures, fixed or removable partial dentures, crowns, inlays or onlays previously submitted for payment under the plan is limited to 1 time per consecutive 60 months from initial or supplemental placement. This includes retainers, habit appliances, and any fixed or removable interceptive orthodontic appliances.
- 29 CONE BEAM Limited to 1 time per consecutive 60 months.

Plan Type: United Healthcare

Solomon Page Employee Dental Plan is administered by UnitedHealthcare.

For more information visit www.myuhc.com or call Customer Service at 877-816-3596.



Vision Plan

for all HOURLY EMPLOYEES

Summary of Benefits

In-network, covered-in-full benefits (up to the plan allowance and after applicable copay) include a comprehensive exam, eyeglasses with standard single vision, lined bifocal, lined trifocal, or lenticular lenses, standard scratch-resistant coating and the frame, or contact lenses in lieu of eyeglasses.

EXAM WITH MATERIALS	
BENEFIT FREQUENCY	
Comprehensive Exam(s)	Once every 12 months
Spectacle Lenses	Once every 12 months
Frames	Once every 24 months
Contact Lenses in Lieu of Eyeglasses	Once every 12 months

NETWORK SERVICES	
COPAYS	
Exam(s)	\$ 20.00
Materials	\$ 20.00
FRAME BENEFIT	
<i>For frames that exceed the allowance, an additional 30% discount may be applied to the overage¹</i>	
Private Practice Provider	\$130.00 retail frame allowance
Retail Chain Provider	\$130.00 retail frame allowance

LENS OPTIONS	
Standard Scratch-resistant Coating, Polycarbonate Lenses for Dependent Children (up to age 19) - covered in full. Other optional lens upgrades may be offered at a discount (discount varies by provider). The Lens Options list can be found at myuhcvision.com.	

CONTACT LENS BENEFIT²

Selection contact lenses refers to our formulary contact list. Contact lenses not listed on the formulary are referred to as non-selection. A copy of the list can be found at myuhcvision.com.

Selection contact lenses	
The fitting/evaluation fees, contact lenses, and up to two follow-up visits are covered in full after copay (if applicable).	If you choose disposable contacts, up to 4 boxes are included when obtained from an in-network provider.
Non-selection contact lenses	
An allowance is applied toward the purchase of contact lenses outside the selection. Materials copay (if applicable) is waived.	\$105.00
Necessary contact lenses³	Covered in full after copay (if applicable).

NON-NETWORK REIMBURSEMENTS (Copays do not apply)

Exam(s)	Up to \$40.00
Frames	Up to \$45.00
Single Vision Lenses	Up to \$40.00
Lined Bifocal Lenses	Up to \$60.00
Lined Trifocal Lenses	Up to \$80.00
Lenticular Lenses	Up to \$80.00
Elective Contacts in Lieu of Eyeglasses ²	Up to \$150.00
Necessary Contacts in Lieu of Eyeglasses ³	Up to \$210.00

DISCOUNTS**LASER VISION**

UnitedHealthcare has partnered with the Laser Vision Network of America (LVNA) to provide our members with access to discounted laser vision correction providers. Members receive 15% off standard or 5% off promotional pricing at more than 550 network provider locations and even greater discounts through set pricing at LasikPlus® locations. For more information, call 1-888-563-4497 or visit us at www.uhclasik.com.

ADDITIONAL MATERIAL

At a participating in-network provider you will receive up to a 20% discount on an additional pair of eyeglasses or contact lenses. This program is available after your vision benefits have been exhausted. Please note that this discount shall not be considered insurance, and that UnitedHealthcare shall neither pay nor reimburse the provider or member for any funds owed or spent. Additional materials do not have to be purchased at the time of initial material purchase.

HEARING AIDS

As a UnitedHealthcare vision plan member, you can save on high-quality hearing aids when you buy them from hi HealthInnovations™. To find out more go to hiHealthInnovations.com. When placing your order use promo code myVision to get the special price discount.

VISION RATES	WEEKLY	BIWEEKLY
Single	\$1.25	\$2.50
Single + 1	\$2.28	\$4.56
Family	\$3.96	\$7.91

¹30% discount available at most participating in-network provider locations. May exclude certain frame manufacturers. Please verify all discounts with your provider.

²Contact lenses are in lieu of eyeglass lenses and/or eyeglass frames. Coverage for Selection contact lenses does not apply at Costco, Walmart or Sam's Club locations. The allowance for Non-selection contact lenses applies to materials. No portion will be exclusively applied to the fitting and evaluation.

³Necessary contact lenses are determined at the provider's discretion for one or more of the following conditions: Following cataract surgery without intraocular lens implant; to correct extreme vision problems that cannot be corrected with eyeglass lenses and/or frames; with certain conditions such as anisometropia, keratoconus, irregular corneal/astigmatism, aphakia, facial deformity; or corneal deformity. If your provider considers your contacts necessary, you should ask your provider to contact UnitedHealthcare vision confirming the reimbursement that UnitedHealthcare will make before you purchase such contacts.

Choice and Access of Vision Care Providers

To access the Provider Locator service or for a printed directory, visit our website myuhcvision.com or call (800) 638-3120, 24 hours a day, seven days a week. You may also view your benefits, search for a provider or print an ID card online at myuhcvision.com.



Commuter Benefits

for all HOURLY EMPLOYEES

Transit

Solomon Page has partnered with HealthEquity (formerly WageWorks) to offer commuter benefits to hourly employees who work at least 30 hours a week in New York City, New Jersey, the San Francisco Bay Area, Berkeley, CA, Richmond, CA, Seattle, WA, Washington, DC, Chicago, IL and the surrounding metro area, Philadelphia, PA, or Hawaii. The program allows you to set aside pre-tax dollars (up to \$340) to pay for public transportation. In effect, this reduces your taxes and increases your take home pay.

Your monthly election is chosen at your discretion. Any amount under \$340 will be deducted from your paycheck pre-taxed once a month (see schedule below). Any amount over \$340 will be taxed when deducted from your paycheck. Once enrolled, a Visa card will be mailed to your home address which will be loaded with your elected amount each month. The Visa card can be used for the subway, rail, bus and ferry.

HealthEquity DEDUCTION SCHEDULE

Sign Up Dates	Payroll Deduction Date	Funds / Card can be used
December 1 st – 31 st	January 23 rd , 2026	February
January 1 st – 31 st	February 27 th , 2026	March
February 1 st – 28 th	March 27 th , 2026	April
March 1 st – 31 st	April 24 th , 2026	May
April 1 st – 30 th	May 22 nd , 2026	June
May 1 st – 31 st	June 26 th , 2026	July
June 1 st – 30 th	July 24 th , 2026	August
July 1 st – 31 st	August 21 st , 2026	September
August 1 st – 31 st	September 25 th , 2026	October
September 1 st – 30 th	October 23 rd , 2026	November
October 1 st – 31 st	November 27 th , 2026	December
November 1 st – 30 th	December 25 th , 2026	January

Your election will continue month-to-month until you stop or update it.

You can discontinue at any time by emailing SPbenefits@solomonpage.com and following the schedule outlined above.

Changes will not be accepted after the last day of the month. If you are not paid on the scheduled deduction date, then you will not receive the benefit for that month.

Eligibility

Commuter Benefits are available on the first of the month following two full months of employment. For example, if you were hired January 4, you would be eligible for benefits on April 1. If you were hired August 30, you would be eligible November 1.



401(k) Plan

for all **HOURLY EMPLOYEES**

Summary of Benefits

Solomon Page is pleased to offer employees the opportunity to join the company sponsored 401(k) plan, administered through Principal. Employees are eligible to participate in the plan after completion of 1,000 hours of service within the first twelve months of employment.

Employees may contribute up to 100% of their annual pay, to a maximum of \$24,500, plus additional catch-up contributions for individuals over the age of 50. The company provides a discretionary match of 50% of the first 6% of contributions, to a maximum of \$1,500 per year. *

* Match is discretionary and subject to change.

Eligibility

401k benefits are available to employees who work 1 year AND 1,000 hours within the first twelve months of service. If eligibility is not reached within the first year, hours will be recalculated each calendar year thereafter.

The Solomon Page 401(k) Plan has quarterly plan entry dates on April 1st, July 1st, October 1st, and January 1st. Effective February 1, 2022, the Solomon Page 401(k) Plan contains an automatic arrangement that applies to new participants or re-hired participants as they enter the plan. If you are a new participant, you will be automatically enrolled in the retirement plan, meaning 4% of your pay will be deducted from paychecks and contributed to the retirement plan on your behalf unless you elect a different salary deferral percentage.



Employee Stock Ownership Plan

Summary of Benefits

Solomon Page offers employees a company sponsored ESOP plan, which is administered through Blue Ridge ESOP Associates. This plan allows for employees to receive equity in Solomon Page without investing their own funds, establishes an additional retirement benefit, and offers a unique opportunity to share in the future growth and success of the company. Shares will be released and allocated to employees on a yearly basis. Stock is valued once a year and is tied to the performance of the company.

Eligibility

ESOP contributions are available to employees who complete 1 year of service (remain employed for 12 months from hire date and complete 1,000 hours of service). If eligibility is not reached in the first year, hours will be recalculated each year thereafter.

HIPAA Privacy Notice

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

Introduction

This Notice is being provided to eligible employees of [Solomon Page Group] who participate in the [SOLOMON PAGE GROUP BENEFITS PLAN] (the “Plan”). Certain components of the Plan are subject to requirements of a federal law known as the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). These Plan components are required by HIPAA to maintain the privacy and security of individually identifiable health information that is “Protected Health Information” (PHI), as defined under HIPAA. The components of the Plan subject to HIPAA include the self-insured medical plan. This Notice describes the privacy practices of the Plan components subject to HIPAA. HIPAA does not protect, and so this Notice does not address, the privacy of information held by other components of the Plan, and other records, including: (i) life insurance coverage, (ii) disability coverage and (iii) workers’ compensation, as well as other individually identifiable health information excluded from the definition of PHI under HIPAA. The components of the Plan covered by HIPAA are collectively referred to as the Plan in this Notice, unless otherwise stated.

What is Protected Health Information

Protected Health Information or PHI means information which identifies you (e.g. name, address, social security number, etc.) and relates to your past, present, or future physical or mental health or condition; the provision of healthcare to you; or the past, present, or future payment for the provision of healthcare to you.

The Plan’s duties with respect to PHI about you

The Plan is required by law to maintain the privacy of your PHI and to provide you with this Notice of the Plan’s legal duties and privacy practices with respect to your PHI. If you participate in an insured plan option, you will receive a notice directly from the carrier. It’s important to note that these rules apply to the Plan, not the Company or its affiliates as an employer — that’s the way the HIPAA rules work.

How the Plan may use or disclose your PHI

HIPAA’s privacy rules generally allow the use and disclosure of your PHI without your permission (known as an authorization) for purposes of health care Treatment, Payment activities, and Health Care Operations. Here are some examples of what that might entail:

Treatment includes providing, coordinating, or managing health care by one (1) or more health care providers or doctors. Treatment can also include coordination or management of care between a provider and a third party, and consultation and referrals between providers. *For example, the Plan may share PHI about you with physicians who are treating you.*

Payment includes activities by this Plan, other plans, or providers to obtain premiums, make coverage determinations and provide reimbursement for health care. This can include eligibility determinations, reviewing services for medical necessity or appropriateness, subrogation and utilization management activities, claims management, and billing; as well as “behind the scenes” plan functions such as risk adjustment, collection, or reinsurance. *For example, the Plan may share information about your coverage or the expenses you have incurred with another health plan in order to coordinate payment of benefits.*

Health Care Operations include activities involved in the administration of this Plan (and in limited circumstances other plans or providers), such as wellness and risk assessment programs, disease and condition management programs, quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, dependent verification programs, protocol

development, case management and care coordination, customer service, and internal grievance resolution. Health care operations also include patient safety activities, vendor evaluations, credentialing, training, accreditation activities, underwriting, premium rating, arranging for medical review and audit activities, and business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the Plan, including formulary development and administration, development or improvement of methods of payment or coverage policies. *For example, the Plan may use information about your claims to review the effectiveness of wellness programs. Also, for example, the Plan may use information about claims to identify prospective participants who might benefit from a disease or condition management program.*

Notwithstanding the foregoing, the Plan (other than in connection with a long-term care policy) will not use genetic information for underwriting purposes, to the extent prohibited by the Genetic Information Nondiscrimination Act of 2008.

The Plan may use your PHI to provide you with appointment reminders or with information about treatment alternatives or health-related benefits and services that may be of interest to you, subject to limits imposed by law. The Plan may share summary PHI and enrollment and disenrollment information with the Plan sponsor, as described below. In addition, the Plan may share other PHI with the Plan sponsor for plan administration if the Plan sponsor agrees to special restriction on its use and disclosure of the PHI in accordance with law. The Plan may disclose your PHI to a person, such as a family member, other relative, close personal friend, or other person identified by you, who is involved in your care or who helps pay for your care, if you are available and capable, and agree or fail to object when given the opportunity. If you are incapacitated, in an emergency situation, or are otherwise unavailable or unable to object, the Plan will use its best judgment to decide if the disclosure is in your best interests.

The amount of PHI used or disclosed will be limited to the “Minimum Necessary” for these purposes, as defined under the HIPAA rules.

Authorizations

This Notice describes the uses and disclosures of PHI that require an authorization from you. Most uses and disclosures of psychotherapy notes and of PHI for marketing purposes and the sale of PHI require an authorization. Other uses and disclosures not described in the notice will be made only with your authorization.

There are a number of disclosures that do not require your authorization: (1) public health activities; (2) research purposes; (3) your treatment and related payment and health care operations, as described above; (4) the sale, transfer, merger or consolidation of all or part of our organization and for related due diligence; (5) services rendered by a business associate pursuant to a business associate contract and at the specific request of our organization; (6) providing you with access to your PHI; and (7) other purposes that the Secretary of the Department of Health and Human Services deems necessary and appropriate.

You may, at your own discretion, provide us with other authorizations. It is our policy only to use and disclose PHI requiring an authorization consistent with the authorization as provided by you to the extent required by the Privacy Rule.

How the Plan may share your PHI with your employer

The Plan and its business associates may disclose your PHI without your written authorization to your employer and its affiliates (collectively, the “Company”) for plan administration purposes. The Company may need your PHI to administer benefits under the Plan. The Company agrees not to use or disclose your PHI other than as permitted by law and required by the Plan. A limited number of personnel in the Human Resources, Benefits, Finance, Payroll and Information Technology and other functions at the Company will be the only employees who will have access to your PHI for plan administration functions.

Here’s how additional information may be shared between the Plan and the Company (including its affiliates), as allowed under the HIPAA rules:

The Plan and its business associates may disclose “summary health information” to the Company 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 have been removed.

The Plan and its business associates may disclose to the Company information on whether an individual is participating in the Plan, or has enrolled or disenrolled in an insurance option or HMO offered by the Plan.

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

Other allowable uses or disclosures of your PHI

In certain cases, your PHI 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'll generally be given the chance to agree or object to these disclosures (although exceptions may be made, for example if you're not present or if you're incapacitated). In addition, your PHI may be disclosed without authorization to you or your legal representative or to the Secretary of the Department of Health and Human Services, if necessary.

The Plan and its business associates are also allowed to use or disclose your PHI 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 PHI 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 persons who may be at risk of contracting or spreading a disease or condition; disclosures to public health authorities to prevent or control disease or report child abuse or neglect; and disclosures to the Food and Drug Administration to collect or report adverse events or product defects
Victims of abuse, neglect, or domestic violence	Disclosures to government authorities, including social services or protected services agencies authorized by law to receive reports of abuse, neglect, or domestic violence, as required by law or if you agree or the Plan believes that disclosure is necessary to prevent serious harm to you or potential victims (you'll be notified of the Plan's disclosure if informing you won't put you at further risk)
Judicial and administrative proceedings	Disclosures in response to a court or administrative order, subpoena, discovery request, or other lawful process (the Plan may be required to notify you of the request, or receive satisfactory assurance from the party seeking your PHI 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 PHI 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 PHI 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 PHI to the Department of Health and Human Services (HHS) to investigate or determine the Plan's compliance with the HIPAA privacy rule

Except as described in this Notice, other uses and disclosures will be made only with your written authorization. You may revoke your authorization as allowed under the HIPAA rules. However, you can't revoke your authorization if the Plan has taken action relying on it. In other words, you can't revoke your authorization with respect to disclosures the Plan has already made.

Your individual rights

You have the following rights with respect to your PHI 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.

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

You have the right to ask the Plan to restrict the use and disclosure of your PHI 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 PHI to family members, close friends, or other persons you identify as being involved in your care or payment for your care. You also have the right to ask the Plan to restrict use and disclosure of PHI 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 PHI created or received after you're notified that the Plan has removed the restrictions. The Plan may also disclose PHI about you if you need emergency treatment, even if the Plan has agreed to a restriction.

You should know that a covered entity under HIPAA is required to agree to your request to restrict disclosure of PHI to a health plan, like the Plan, if the disclosure is for payment or health care operations and pertains to a health care item or service for which you have paid out of pocket in full.

Right to receive confidential communications of your PHI

If you think that disclosure of your PHI by the usual means could endanger you in some way, the Plan will accommodate reasonable requests to receive communications of PHI 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 PHI

With certain exceptions, you have the right to inspect or obtain a copy of your PHI 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. In addition, 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, the Plan will provide you with:

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

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

Right to amend your PHI that is inaccurate or incomplete

With certain exceptions, you have a right to request that the Plan amend your PHI 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 PHI is accurate and complete, was not created by the Plan (unless the person or entity that created the information is no longer available), is not part of the Designated Record Set, or is not available for inspection (e.g., psychotherapy notes or information compiled for civil, criminal, or administrative proceedings).

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

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

Right to receive an accounting of disclosures of your PHI

You have the right to a list of certain disclosures the Plan has made of your PHI. This is often referred to as an “accounting of disclosures.” You generally may receive an accounting of disclosures 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 PHI going back for six (6) years from the date of your request. You do not have a right to receive an accounting of any disclosures made:

- For Treatment, Payment, or Health Care Operations;
- To you about your own PHI;
- Incidental to other permitted or required disclosures;
- Where authorization was provided;
- To family members or friends involved in your care (where disclosure is permitted without authorization);
- For national security or intelligence purposes or to correctional institutions or law enforcement officials in certain circumstances; or
- As part of a “limited data set” (PHI 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'll be notified of the fee in advance and have the opportunity to change or revoke your request.

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

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

Breach

You will be notified following a breach of any unsecured PHI, to the extent required under HIPAA.

Complaints

If you believe your privacy rights have been violated, you may complain to the Plan and to the Secretary of Health and Human Services. You won't be retaliated against for filing a complaint. To file a complaint, contact the HIPAA Privacy Official for a formal complaint form. All complaints must be filed in writing, using the complaint form provided. Oral and emailed complaints are not acceptable.

Revisions

We reserve the right make modifications to our policies and procedures, including to this Notice, as necessary and appropriate to comply with applicable law, including the standards, implementation specifications, and other requirements of the HIPAA Privacy Rule. If changes are made to the Plan's privacy policies described in this Notice, you will be provided with a revised Notice either mailed to your home or distributed by other comparable means.

Contact

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

Kathy Brown
Chief Human Resources Officer
KBrown@Solomonpage.com
212-403-6100

SOLOMON PAGE

HUMAN RESOURCES
260 MADISON AVENUE
NEW YORK, NY 10016

PHONE:
212.403.6100

FAX:
212.824.1548

EMAIL:
SPbenefits@solomonpage.com