



New York City District Council of Carpenters

**BENEFIT FUNDS**



New York City District Council of Carpenters Welfare Fund

# SUMMARY PLAN DESCRIPTION/ PLAN DOCUMENT

For Non-Bargaining Unit Active Employees  
of Participating Employers and Employer Associations

Effective January 1, 2021

**New York City  
District Council of Carpenters Welfare Fund**

**SUMMARY PLAN DESCRIPTION/  
PLAN DOCUMENT**

**For Non-Bargaining Unit Active Employees  
of Participating Employers and Employer Associations**

**Effective January 1, 2021**

# TABLE OF CONTENTS

<b>ABOUT THIS BOOK</b>	<b>1</b>
<b>OVERVIEW OF WELFARE FUND BENEFITS</b>	<b>2</b>
<b>ABOUT YOUR PARTICIPATION</b>	<b>3</b>
Eligibility for Active Employees	3
Fraud or Otherwise Improper Use of Coverage	3
Dependent Coverage	4
Coverage During Certain Leaves of Absence	8
When Coverage Ends	11
Coverage Under COBRA	11
<b>HOSPITAL AND MEDICAL BENEFITS</b>	<b>15</b>
Limitations on Benefits	15
How Hospital and Medical Coverage Works	15
Precertification	17
In-Network Benefits and Procedures	17
Finding a Network Provider	18
Inter-Plan Program	18
Transitional Care	20
The Advantages of Specialty Care Coordinators and Specialty Care Centers	21
Out-of-Network Benefits and Procedures	21
Anti-Assignment	22
Schedule of Benefits	23
What's Covered	33
Doctor's Services	33
Preventive Services	34
Emergency and Urgent Care	39
Maternity Care and Infertility Treatment	41
Hospital Services	43
Inpatient and Outpatient Hospital Care	44
Durable Medical Equipment and Supplies	47
Skilled Nursing and Hospice Care	48

# TABLE OF CONTENTS

Home Health Care .....	50
Physical, Occupational, Speech or Vision Therapy .....	51
Behavioral Healthcare and Substance Abuse .....	51
Exclusions and Limitations .....	53
Exclusions .....	53
Limitation as Independent Contractor .....	56
<b>HEALTH MANAGEMENT .....</b>	<b>56</b>
Empire's Medical Management Program .....	56
How Empire's Medical Management Program Helps You .....	56
If Services Are Not Precertified .....	57
Initial Decisions .....	57
If a Claim Is Denied .....	58
New Medical Technology .....	58
Requesting Coverage .....	58
Case Management .....	59
Residential Treatment Program .....	60
Severity of Illness ("SI") .....	60
Intensity of Service ("IS") .....	60
Continued Stay Criteria ("CS") .....	61
Not Medically Necessary .....	61
<b>REIMBURSEMENT FOR COVERED SERVICES .....</b>	<b>61</b>
Allowed Amount .....	61
Network Status .....	62
Your Cost Share .....	64
Authorized Services .....	64
<b>LIVEHEALTH ONLINE .....</b>	<b>64</b>
<b>MSK DIRECT .....</b>	<b>65</b>
<b>PRESCRIPTION DRUG BENEFITS .....</b>	<b>66</b>
Limitations on Benefits .....	66

# TABLE OF CONTENTS

How the Prescription Drug Coverage Works.....	66
Out-of-Pocket Maximum Applicable to Your Covered Prescription Drug Expenses .....	67
Preventive Medications Covered at 100% .....	68
Additional Copayment for Brand-Name Drugs with Generic Equivalents .....	68
Mail-Order Program .....	69
Pre-Authorization .....	69
SaveonSP .....	73
Step Therapy .....	73
Coverage Limitations .....	74
Expenses Not Covered .....	77
Clinical Intervention .....	78
<b>DENTAL BENEFITS.....</b>	<b>78</b>
Limitations on Benefits.....	78
How the Dental Benefit Works .....	78
Network of Participating Dentists.....	79
If You Are Treated by a Non-Participating Dentist .....	80
Pre-Treatment Estimate .....	80
Orthodontic Services.....	81
Extension of Dental Benefits .....	81
Schedule of Covered Dental Allowances .....	81
How to File a Claim .....	87
Exclusions and Limitations.....	87
Important Definitions .....	88
<b>VISION BENEFITS.....</b>	<b>88</b>
Limitations on Benefits.....	88
How the Vision Benefit Works .....	89
Benefits.....	89
Covered Services .....	89
Vision Costs .....	89
How to File a Claim .....	90

# TABLE OF CONTENTS

Reserve Trigger Point .....	90
<b>COORDINATION OF BENEFITS.....</b>	<b>91</b>
Which Plan Pays Benefits First? .....	91
If This Plan is the Secondary Plan .....	91
Tips for Coordinating Benefits. ....	92
<b>CONFIDENTIALITY .....</b>	<b>92</b>
Permitted Uses and Disclosures of PHI by the Fund and the Board of Trustees. ....	92
<b>CLAIMS AND APPEALS PROCEDURES.....</b>	<b>93</b>
What Is a Claim .....	94
What Is Not a Claim.....	94
How to File a Claim .....	94
Authorized Representatives. ....	95
When Claims Must Be Filed .....	95
Claims Administrator - Where to Submit Your Initial Claim .....	95
Time Frames for Decision-Making .....	96
Notice of Decision .....	97
Appeal Process.....	97
How to File an Appeal.....	99
Your Rights in the Appeal Process .....	99
Appeals Heard by the Trustees .....	100
Notice of Decision on Appeal.....	100
<b>GRIEVANCES AND APPEALS FOR CLAIMS ADMINISTERED BY EMPIRE .....</b>	<b>101</b>
Grievance Procedures.....	101
Utilization Review .....	103
External Review .....	108
Voluntary Appeal to the Trustees .....	109
<b>CLAIMS AND APPEALS FOR PRESCRIPTION BENEFITS ADMINISTERED BY EXPRESS SCRIPTS .....</b>	<b>109</b>
How to File a Prescription Claim .....	109
When Claims Must Be Filed .....	110
Where to Submit Your Prescription Drug Claims .....	110

# TABLE OF CONTENTS

Claims Review Process .....	110
Notice of Decision .....	110
Appeal Process. ....	111
How to File an Appeal or Grievance .....	111
Time Frames for Appeals Decision-Making .....	111
When and How to Request an External Review .....	112
How an External Review is Processed .....	112
Voluntary Appeals to the Trustees .....	113
<b>APPEALS FOR DENTAL BENEFITS .....</b>	<b>113</b>
Dental Appeals. ....	113
Notice of Decision on Appeal. ....	114
Limitations on When and Where a Lawsuit May Be Started. ....	114
<b>OTHER INFORMATION YOU SHOULD KNOW .....</b>	<b>115</b>
Plan Amendments or Termination .....	115
Representation .....	115
Plan Interpretation .....	115
No Liability for the Practice of Medicine .....	115
Subrogation and Reimbursement. ....	116
Subrogation .....	116
Reimbursement. ....	116
Your Duties. ....	117
Recovery of Over-payments. ....	118
Healthcare Fraud. ....	118
Other Administrative and Funding Information .....	118
<b>YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 .....</b>	<b>120</b>
Receive Information About Your Plan and Benefits. ....	120
Continue Group Health Plan Coverage .....	120
Prudent Actions By Plan Fiduciaries .....	120
Enforce Your Rights. ....	120
Assistance With Your Questions .....	121

# TABLE OF CONTENTS

**PLAN FACTS .....122**

**MEMBERS OF THE BOARD OF TRUSTEES .....123**

Trustees Designated by the District Council ..... 123

Trustees Designated by Employer Associations ..... 124

**GLOSSARY .....125**



## ABOUT THIS BOOK

This document summarizes the benefits provided by the New York City District Council of Carpenters Welfare Fund (the “Welfare Fund,” the “Fund,” or the “Plan”) as of January 1, 2021. It serves as both the Plan document and the Summary Plan Description (the “SPD”). It supersedes all prior SPDs and all Summaries of Material Modifications (“SMMs”) issued prior to January 1, 2021. It is intended to provide an easy-to-understand explanation of the benefits available through the Fund.

There are different SPDs for different categories of Participants. This SPD applies only to non-bargaining unit active employees of Participating Employers and Employer Associations who contribute to the Plan on behalf of such employees pursuant to participation agreements.

From time to time, there may be changes in the Fund’s benefits and/or procedures. When that happens, you will be notified in writing of any change through an SMM. You should keep these SMMs with this SPD. SMMs will be sent to you at the address that appears in Fund Office records. For this reason, be sure to notify the Fund Office if your address changes. Please note that digital versions of this SPD and related SMMs can be found on the Benefit Funds’ website at **[www.nycCBF.org](http://www.nycCBF.org)**.

This SPD offers a comprehensive resource about the benefits provided by the Fund. It is organized to give you quick access to easy-to-understand explanations of your benefits. To make the best use of your benefits, review this SPD carefully and share it with your family.

This SPD uses everyday language to explain your benefits; however, there are certain technical terms that apply to the Fund. These terms are defined in the Glossary section at the end of the SPD and are in bold type the first time they appear. Words that are capitalized in this SPD – such as “Active Employee” and “Covered Employment” – are generally defined in the Glossary at the end of the SPD. In some cases, they are also defined in the text.

**Ayuda en Español Este folleto contiene un resumen en inglés de sus derechos y beneficios bajo el New York City District Council of Carpenters Welfare Fund. Si usted tiene dificultad en entender cualquier parte de este folleto, puede comunicarse con la oficina del plan en 395 Hudson Street, New York, NY 10014. Las horas de oficina son de 8:00 a.m. a 5:00 p.m., lunes a viernes. También puede llamar la oficina del plan al 800-529-3863 para ayuda.**

## OVERVIEW OF WELFARE FUND BENEFITS

The New York City District Council of Carpenters Welfare Fund provides a comprehensive package of benefits that includes:

- Medical, Hospital, and prescription drug benefits;
- Dental and vision benefits (*if your employer has elected to provide them*).

### For More Information

ABOUT YOUR . . .	CONTACT . . .
<b>Health Care Coverage</b> <b>Medical/Hospital</b> <b>Mental Health and Substance Abuse</b>  <b>Guided Cancer Care and Treatment</b>	<b>Empire BlueCross BlueShield</b> 844-416-6387 (Empire) 212-366-7590 (MEND) <b>www.empireblue.com</b>  <b>MSK Direct</b> 833-786-3368
<b>Prescription Drug Coverage</b>	<b>Express Scripts</b> <b>Non-Medicare:</b> 800-939-2091 <b>www.express-scripts.com</b>
<b>Vision Coverage</b>	<b>Comprehensive Professional Systems, Inc. ("CPS")</b> 212-675-5745 <b>www.cpsoptical.com</b>  <b>General Vision Services ("GVS")</b> 212-594-2580 <b>www.generalvision.com</b>
<b>Dental Coverage</b>	<b>Administrative Services Only Inc./Self-Insured Dental Services ("ASO/SIDS")</b> 800-537-1238 <b>www.asonet.com</b>

## ABOUT YOUR PARTICIPATION

This section describes the eligibility rules for coverage for Active Employees and their covered dependents.

### Eligibility for Active Employees

You are eligible to participate in this Plan on the first day of the calendar month following one full calendar month of “Full-Time Active Employment” with a Participating Employer or Employer Association signatory to a Participation Agreement with the Fund.

**Example:** Assume you begin work on February 15, 2021 as a Full-Time Active Employee. You are eligible to participate in the Plan on April 1, 2021.

“Full-Time Active Employment” means you are regularly scheduled to work at least 30 or 35 hours per week for a “Participating Employer” as set forth in the applicable Participation Agreement between the Fund and a Participating Employer. To find out whether you must work 30 or 35 hours per week for coverage, contact your Employer.

“Participating Employer” means The Building Contractors Association, The Manufacturing Woodworkers Association of Greater New York, Inc., The Greater New York Floor Coverers Association, Inc., The Association of Wall-Ceiling & Carpentry Industries of New York, Inc., The Cement League, the Hoist Trade Association, and any employer that is a current member of any of the aforementioned Associations, provided that such Association or Employer has elected to participate in the Welfare Fund pursuant to a Participation Agreement.

The term “Covered Employment” mean periods of employment when contributions are made to the Fund on your behalf.

### Fraud or Otherwise Improper Use of Coverage

The Board of Trustees is authorized to determine whether you have engaged in fraud. If the Board of Trustees determines, in its sole discretion, that you have committed fraud or that you have assisted another individual or entity to defraud the Welfare Fund in any form or manner, you and all of your dependents will be permanently ineligible for coverage.

The termination of Welfare Fund coverage due to fraud will be effective as soon as administratively practical following the Trustees’ determination of fraud and the issuance of written notice of the Trustees’ determination to you and your dependents. Depending on the circumstances, you may be required to reimburse the Fund for any benefits it paid on behalf of you or your dependents during the period at issue.

If you and your dependents become ineligible for Welfare Fund coverage due to a determination that you committed fraud, neither you nor your dependents will be entitled to elect COBRA Continuation Coverage since loss of coverage due to fraud is not a qualifying event under COBRA.

## Dependent Coverage

If you are covered and your Employer has elected to cover your dependents, your eligible dependents are your:

- **Spouse** to whom you are legally married; and/or
- **Children**, until the end of the month in which they reach age 26.

Under the Fund, Children include:

- Your biological Children;
- Your stepchildren;
- Your legally adopted Children or Children placed for adoption, including Children placed in your home by a licensed placement agency for adoption or Children who have been living in your home as foster Children, and for whom foster care payments are being made and a petition for adoption has been filed;
- Children for whom you are the court-appointed legal custodian or guardian and for whom you are required to provide support. All court orders must meet certain requirements that vary from state to state; and/or
- Your unmarried Children, regardless of age who are incapable of self-sustaining employment because of disability, who became disabled prior to reaching the age at which the dependent coverage would otherwise terminate, and who were covered under the Fund prior to reaching age 26. If your Child is over age 26, he/she must have a Social Security Disability Award to be eligible for continued Fund coverage. The Social Security Disability Award must be in effect prior to your Child's 26th birthday.

If applicable, dependent coverage starts at the same time that your coverage begins, provided you complete the required enrollment documents. Dependent coverage is the same coverage that you receive.

In order for your dependents' coverage (if applicable) to start at the same time as your coverage, you must provide the following documents to the Fund Office, as applicable:

## SUMMARY PLAN DESCRIPTION

RELATIONSHIP	DESCRIPTION	DOCUMENTATION*
Spouse	<ul style="list-style-type: none"> <li>Your current lawful spouse</li> <li>An ex-spouse is not an eligible dependent</li> </ul>	<ul style="list-style-type: none"> <li>Marriage certificate; <b>AND</b></li> <li>Copy of your spouse's Social Security Card; <b>AND</b></li> <li>Birth certificate (if spouse's date of birth is not stated on marriage certificate)</li> </ul>
Child up to Age 26	<ul style="list-style-type: none"> <li>Biological Child</li> </ul>	<ul style="list-style-type: none"> <li>Birth certificate; <b>AND</b></li> <li>Copy of your dependent's Social Security Card</li> </ul>
	<ul style="list-style-type: none"> <li>Adopted Child                             <ul style="list-style-type: none"> <li>a Child placed in your home by a licensed placement agency in connection with adoption; or</li> <li>a foster Child for whom foster care payments are made and a petition for adoption has been filed</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Copy of your dependent's Social Security Card; <b>AND</b></li> <li>Birth certificate showing adoptive parents; or</li> <li>Certificate of adoption; or</li> <li>Adoption Agency acknowledgement of intent to adopt</li> </ul>
	<ul style="list-style-type: none"> <li>Stepchild                             <ul style="list-style-type: none"> <li>Your dependent stepchild who is in a regular parent-Child relationship, provided that no court order or agreement specifies that primary support or medical coverage for the stepchild is the obligation of an individual other than your spouse</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Marriage certificate between you and parent of Child; <b>AND</b></li> <li>Birth certificate of the stepchild; <b>AND</b></li> <li>Copy of your dependent's Social Security Card</li> </ul>
	<ul style="list-style-type: none"> <li>Qualified Medical Child Support Order                             <ul style="list-style-type: none"> <li>Any Child for whom you are required to cover due to a court order</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Copy of your dependent's Social Security Card; <b>AND</b></li> <li>Court order signed by a judge; or</li> <li>Medical support order issued by a state agency</li> </ul>
Child for Whom You are the Court-Appointed Legal Custodian or Guardian	<ul style="list-style-type: none"> <li>Any Child for whom you are the court-appointed legal custodian or guardian and for whom you are required to provide support</li> </ul>	<ul style="list-style-type: none"> <li>Copy of your dependent's Social Security Card; <b>AND</b></li> <li>Court order signed by a judge</li> </ul>

## SUMMARY PLAN DESCRIPTION

RELATIONSHIP	DESCRIPTION	DOCUMENTATION*
Disabled Child	<p>A Child of any age who satisfies all the following conditions:</p> <ul style="list-style-type: none"> <li>• The Child depends on you for more than one-half of his/her financial support;</li> <li>• The Child lives with you in the same principal residence for more than half the calendar year except for temporary absences due to special circumstances, such as education, illness or if the Child resides in a treatment center;</li> <li>• The Child was incapacitated before reaching the limiting age and while covered under the Fund;</li> <li>• If your Child is over age 26, he/she must have a Social Security Disability Award, which must be effective prior to age 26 to be eligible for continued Fund coverage; AND</li> <li>• You provide the required proof of incapacity to the Fund Office within 12 months of the date the Child's coverage would have otherwise ended.</li> </ul> <p>The Trustees reserve the right to have your dependent examined by a doctor of their choice to determine the existence of such incapacity.</p>	<ul style="list-style-type: none"> <li>• Copy of your dependent's Social Security Card; <b>AND</b></li> <li>• Birth Certificate; <b>AND</b></li> <li>• Marriage certificate between you and Child's parent if stepchild; <b>AND</b></li> <li>• Social Security Disability award; <b>AND</b></li> <li>• Application for Over-Age Dependent Coverage</li> </ul>

If you acquire dependents after your coverage begins, and you are eligible for dependent coverage, your new dependents will become covered on the date they become eligible dependents as long as you timely notify the Fund Office as described in the Changes in Status section.

The Fund Office may investigate the status of any Dependent at any time. The Fund Office may require at any time copies of court orders, property settlement agreements, divorce orders, birth certificates, paternity determinations, guardianship orders, adoption papers, tax returns, Social Security award/denial letters, or any other documents or information related to the determination of

an individual's status as a Dependent. A failure to provide the requested documentation may result in the termination of coverage for you and your dependents.

### **\*Note for Participants Who Are Submitting Foreign Documents as Proof of Eligibility**

If your dependent documentation (such as a marriage certificate or a birth certificate) was issued in a foreign country and is not in English, you must provide an English translation. Such document must be completely translated into English and must be certified with a letter of accuracy from the translator.

### ***Qualified Medical Child Support Order***

A Qualified Medical Child Support Order ("QMCSO") is an order issued by a state court or agency that requires an individual to provide coverage under a group health plan to a Child. Upon receipt of such an order, the Fund will review its status in accordance with the Fund's QMCSO Procedures. For more information on QMCSOs, please contact the Fund Office.

### ***Changes in Status***

You must notify the Fund Office immediately by calling toll-free 800-529-3863 if you have either a change of address or one of the following changes in status:

- Marriage, divorce or annulment;
- Birth, adoption or placement of a Child for adoption;
- You are not working and you are receiving Workers' Compensation benefits or disability benefits;
- A dependent Child ceases to be eligible for dependent coverage;
- You or a dependent becomes entitled to Medicare;
- You take a leave of absence for military service;
- You take a leave of absence for family or medical purposes;
- A covered person dies;
- You or a dependent become covered under another health plan; or
- You or a dependent lose coverage under another health plan.

If you have family coverage when a Child is born, your newborn will automatically be covered for 30 days from the date of birth. To continue coverage for the Child beyond that time, you must enroll the Child. Call the Fund Office at 800-529-3863 and submit a copy of the Child's birth certificate and Social Security Card as soon as they are available.

### ***What Happens if You Get Divorced?***

If you get divorced, you or your former spouse must notify the Fund Office within 60 days of this qualifying event and submit a copy of your divorce judgment. You and your former spouse will be jointly and severally liable for any amounts paid on behalf of your former spouse and/or stepchild following a divorce plus interest and collection costs. **Your eligibility and the eligibility of your**

**Eligible Dependents will be permanently terminated if you fail to timely notify the Fund Office of your divorce and if you do not immediately reimburse the Fund for any claims paid in error as a result of your failure to notify the Fund of your divorce.**

The Fund complies with the special enrollment rights under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). In addition, you and your dependents may also enroll in this Fund if you (or your dependents):

- Have coverage through Medicaid or a State Children's Health Insurance Program ("CHIP") and you (and/or your dependents) lose eligibility for that coverage; or
- Become eligible for a premium assistance program through Medicaid or CHIP.

### *Dis-enrolling Covered Dependents*

**Spouse.** If your spouse wants to utilize his/her employment-based coverage, it is not necessary for your spouse to dis-enroll from the Fund's coverage since his/her employment-based health coverage is always primary. The Welfare Fund coverage can remain as your spouse's secondary coverage. In such instances, you should contact the appropriate Health Organization directly to update your "Coordination of Benefits" status as soon as possible (See page 91).

**Children.** When a Child has group health coverage under the plans of both parents and the Fund's coverage would be the Child's primary coverage (see the birthday rule, page 89), you have the option of dis-enrolling your Child from the Fund's coverage when the Fund's **Copayments** and coinsurance are considerably more than what they are under the non-participating parent's coverage. In order to do so, both parents must provide the Fund with separate notarized letters requesting dis-enrollment and proof of other coverage. The effective date of the dis-enrollment must be specified and both parents must affirm that they understand the Child will not be covered for any Fund benefits on and after the effective date of the disenrollment, subject to any HIPAA "Special Enrollment" rights that he/she may have. If your Child is employed and has group health coverage on the basis of his/her employment, you must update your Child's Coordination of Benefits status as soon as possible (see page 91). The plan that covers your Child as an employee will be primary and the Fund's coverage will be secondary.

**PLEASE NOTE** that the Fund will not honor dis-enrollment requests when a dependent is enrolled or is enrolling with Medicaid in the absence of documentation deemed sufficient by the Fund Office based on all of the circumstances.

## Coverage During Certain Leaves of Absence

### *Family and Medical Leave Act*

Under the Family and Medical Leave Act of 1993 ("FMLA"), you may be able to take up to 12 weeks of unpaid leave during any 12-month period:

- To care for a newly born or adopted Child;
- To care for a spouse, parent or Child who has a serious health problem;
- If you have a serious health problem that prevents you from performing your job; or



- If you have a qualifying need because your spouse, your Child or your parent is called to active duty.

During your FMLA leave, you will maintain the coverage for which you were eligible at the time of your leave until the end of your leave, as long as your employer properly grants the leave under the FMLA and makes the required notifications and contributions to the Fund on your behalf.

The Fund has no role in granting FMLA leave. Your employer can grant FMLA leave, and your Fund coverage will continue for as long as your employer pays the required contributions to maintain your eligibility. If your employer stops making contributions on your behalf, or if you exhaust your FMLA leave, COBRA Continuation Coverage may become available. (See page 11 for more information about COBRA.)

In addition, pursuant to the amendments made to the FMLA by the National Defense Authorization Act of 2008, you may take up to 26 weeks of unpaid leave during any 12-month period to care for a service member if that individual is your spouse, Child, parent or next of kin, is undergoing treatment or therapy for an Illness or Injury that occurred in the line of duty, and is an outpatient or on the armed services' temporary retired list.

If you do not return to work after your FMLA leave ends, you may be required to repay your employer the amount that it contributed to the Fund during your FMLA leave. However, if your failure to return to work is due to the serious health condition of you or a family member or other circumstances beyond your control, the repayment requirement may not apply.

Contact your employer for more information regarding your rights under FMLA.

### *Military Leave*

If you leave employment to enter the uniformed services as defined in the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), your and your dependents' eligibility for coverage will end. However, if you satisfy the eligibility criteria under USERRA, you may be able to elect to continue coverage under the Fund.

If you elect to continue coverage and you are in the uniformed services for less than 31 days, coverage under the Fund will continue. If your service continues for 31 days or more, you may elect to continue coverage under the Fund by making monthly self-payments which will cost the same as COBRA self-payments. (See page 11 for more information about COBRA.) In addition, your dependents may be eligible for health care under the Civilian Health & Medical Program of the Uniformed Services ("TRICARE"). If you and/or your dependents are covered by both this Fund and TRICARE, this Fund pays first and TRICARE pays second. This Fund will coordinate coverage with TRICARE. See the **Coordination of Benefits** section on page 91 for more information.

If you are eligible and elect to continue coverage under USERRA, your coverage under the Fund may continue (at a maximum) until the earlier of:

- The end of the period during which you are eligible to apply for reemployment in accordance with USERRA; or
- 24 consecutive months after coverage otherwise would end under the Fund.

However, your coverage under USERRA may end before the end of the maximum period (described above). Your coverage will end at midnight on the earliest of the day:

- The Fund ceases to provide any health plan to any employee;
- Your self-payment contribution is due and not paid on a timely basis;
- Your uniformed service ends due to dishonorable discharge or other undesirable conduct; or
- You again become covered under the Fund.

### ***Notice Requirements***

You must notify the Fund Office in writing in advance of entering the uniformed services. If you fail to provide advance notice of your uniformed service, you may not be eligible to continue coverage unless the failure to provide advance notice is excused. The Trustees will, in their sole discretion, determine if your failure to provide advance notice is excusable under the circumstances and may require that you provide documentation to support the excuse. If the Trustees excuse your failure to provide advance notice, you may elect to continue coverage and pay all amounts required to continue coverage in accordance with the COBRA election and payment procedures as described starting on page 14. Your continuation coverage will only apply to periods for which the required contribution is paid.

Election, payment and termination of USERRA continuation coverage will be governed by the election, payment and termination rules for COBRA, provided COBRA rules do not conflict with USERRA. COBRA and USERRA run concurrently. This means if you are simultaneously eligible for COBRA and USERRA, you will be provided with the more generous benefit under each law for periods in which you are eligible for both forms of continuation coverage. If you fail to follow the COBRA rules when electing and paying for USERRA coverage, you may lose the right to continue USERRA coverage. However, if circumstances make it otherwise impossible or unreasonable for you to timely elect and pay for USERRA coverage, the Trustees may, in their sole discretion, reinstate your right to USERRA continuation coverage, provided you pay all amounts required for such continuation coverage.

For more information about continuing your coverage under USERRA, contact the Fund Office.

### ***If You Do Not Continue Coverage Under USERRA***

If you do not elect to continue coverage under USERRA, your coverage will end at the end of the month in which you enter the armed forces. If you have dependent coverage at the time you enter the armed services, your eligible dependents may continue coverage under the Fund by electing and making self-payments for COBRA Continuation Coverage.

### ***Reinstating Your Coverage***

Upon your honorable discharge from uniformed service, you may apply for reemployment with your former employer in accordance with USERRA. Such reemployment includes the right to elect reinstatement in any health insurance coverage offered by your former employer. Reemployment and reinstatement deadlines are based on your length of military service, as follows:

- Less than 31 days—you have one day after discharge (allowing 8 hours for travel) to return to work for your employer;

- More than 30 days but less than 181 days—you have up to 14 days after discharge to return to work for your employer; or
- More than 180 days—you have up to 90 days after discharge to return to work for your employer.

When you are discharged, if you are hospitalized or recovering from an Illness or Injury that was incurred during your uniformed service, you have until the end of the period that is necessary for you to recover to return to work for your employer.

## When Coverage Ends

Your eligibility may end for any of the following reasons:

- Your employment terminates (in which case coverage ends on the last day of the month in which your employment ends);
- Your employer is no longer a party to a Participation Agreement with the Fund providing for your coverage or your employer fails to comply with its obligations under its Participation Agreement as determined in the Trustees' sole discretion;
- You or your covered dependents no longer meet the Fund's eligibility requirements;
- The Fund ceases to provide coverage or an insurance company terminates the contract that provides your benefits;
- You or your covered dependents make a false statement on an enrollment form or claim form or otherwise engage in fraud as detailed on page 3 in the Fraud section; or
- Your dependents' coverage will end on the earlier of the date your coverage ends or the last day of the month in which they no longer qualify as eligible dependents under the Fund.

Coverage for you and/or your dependents may be terminated retroactively (be rescinded) due to:

- Fraud or intentional misrepresentation (in such cases, you will be provided with 30 days' notice); or
- Non-payment of premiums (including COBRA premiums).

A "rescission of coverage" is a retroactive cancellation or discontinuance of coverage, except to the extent that the rescission is due to a failure to pay timely premiums for coverage or fraud. You may appeal a rescission of coverage even if the rescission does not have an adverse effect on any particular benefit. To appeal a rescission of coverage, follow the Claims and Appeals Procedures starting on page 93. In addition, rescissions of coverage are eligible for External Review as described starting on page 93.

## Coverage Under COBRA

Under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), you and any covered dependents may be eligible to continue your coverage under certain circumstances when your coverage would otherwise end. You must make self-payments to continue coverage. Continuation Coverage is identical to the coverage you had under the Fund while an Active Employee. The Fund Office administers COBRA Continuation Coverage.

## Qualifying COBRA Events

The following chart shows when you and your eligible dependents may qualify for continued coverage under COBRA, and how long your coverage may continue. The Fund has the authority to determine whether a qualifying event has occurred with respect to termination of employment and/or reduction in hours of employment. *If your coverage ends because of the termination of a Participation Agreement for any reason, including, but not limited to, the lack of an underlying collective bargaining agreement between your employer and the New York City and Vicinity District Council of the United Brotherhood of Carpenters and Joiners of America (the "District Council" or the "Union"), you will not be entitled to COBRA Continuation Coverage because the termination of a Participation Agreement is not a qualifying event under COBRA.*

IF YOU LOSE COVERAGE BECAUSE:	THESE PEOPLE WOULD BE ELIGIBLE	FOR COBRA COVERAGE UP TO
Your employment is terminating *	You and your covered Dependents	18 months **
Your work hours are being reduced	You and your covered Dependents	18 months **
You are on active military leave and you do not elect to continue coverage under USERRA (see page 9)	Your covered Dependents	18 months **
You die	Your covered Dependents	36 months
You divorce	Your covered former Spouse and Stepchildren	36 months
Your Child no longer qualifies for coverage	Your covered Child	36 months

\* For any reason other than gross misconduct.

\*\* Continued coverage for up to 29 months from the date of the initial event may be available to those who, during the first 60 days of Continuation Coverage, become Totally Disabled within the meaning of Title II or Title XVI of the Social Security Act. This additional 11-month period is available to employees and enrolled dependents if notice of disability is provided to the Fund Office within 60 days after the Social Security determination of disability is issued and before the 18-month continuation period runs out. The cost of the additional 11 months of coverage will increase to 150% of the full cost of coverage.

## Newly Acquired Dependents

If you acquire a new dependent while your COBRA Continuation Coverage is in effect, you may add that dependent to your coverage by notifying the Fund Office of the change within 30 days. Adding dependents to your coverage may increase the amount of the premium.

## FMLA Leave

If you are on an FMLA leave of absence, you will not experience a qualifying event. However, if you do not return to employment after your FMLA leave of absence, you will experience a qualifying

event due to the termination of your employment. This qualifying event will occur at the earlier of the end of the FMLA leave or the date that you notify your employer that you will not be returning to employment.

### *Multiple Qualifying Events While Covered Under COBRA*

The maximum period of coverage under COBRA is 36 months, even if you experience another qualifying event while you are covered under COBRA. If you are covered under COBRA for 18 months because of your termination of employment or reduction in hours, your dependents who were covered at the time of the first qualifying event (spouse, Child or other eligible dependent) may extend coverage for another 18 months if:

- You die;
- You get divorced;
- Your Child is no longer eligible as your dependent under the Fund's rules; or
- You become eligible for Medicare.

For example, let's say you stop working, lose coverage, and you and your covered dependents enroll in COBRA Continuation Coverage for 18 months. Three months after COBRA begins your Child turns age 26 and no longer qualifies for coverage under the Fund. Your Child then can continue COBRA separately for an additional 33 months, for a total of 36 months of COBRA. Notice to the Fund Office within 60 days of this second qualifying event and timely election to continue coverage and self-payment are required to extend coverage.

You, as the eligible employee, are not entitled to COBRA Continuation Coverage for more than 18 months if your employment terminates or you have a reduction in hours (unless you become disabled during the first 60 days of COBRA Continuation Coverage). Therefore, if you experience a reduction in hours followed by a termination of employment, the termination of employment is not a second qualifying event for which you may extend your coverage.

### *Notifying the Fund Office*

You, your dependents, your Employer and the Fund Office have responsibilities when qualifying events occur that make you or your covered dependents eligible for COBRA Continuation Coverage. Your Employer must notify the Fund Office when your employment ends or upon your death within 30 days of the event's occurrence. You or your dependent must notify the Fund Office in writing within 60 days of a divorce or a Child's loss of dependent status under the Fund. If the Fund Office is not notified within 60 days of such an event, you and/or your covered dependents will lose the right to elect COBRA Continuation Coverage.

When the Fund Office is timely notified of a qualifying event, you and your covered dependents will be notified of your right to elect COBRA Continuation Coverage, as well as other health coverage alternatives that may be available to you through the Health Insurance Marketplace. For more information about the Marketplace, visit **[www.healthcare.gov](http://www.healthcare.gov)**.

Once you receive a COBRA notice, you have 60 days from the later of (a) the date that coverage would be lost or (b) the date that the notice is provided in which to elect COBRA Continuation

Coverage. Your covered dependents have the option of electing coverage independently from you if you choose not to elect COBRA Continuation Coverage. For example, your spouse may elect COBRA Continuation Coverage even if you do not. COBRA Continuation Coverage may be elected for only one, several, or all Children who are qualified Beneficiaries. A parent may elect to continue coverage on behalf of any Children. You or your spouse may elect COBRA Continuation Coverage on behalf of all qualified Beneficiaries.

In determining whether to elect COBRA Continuation Coverage, you should consider the consequences if you fail to continue your coverage. You have special enrollment rights under Federal law. You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your spouse's employer) within 30 days after your coverage under this Fund ends because of the qualifying event. You will also have the same special enrollment rights at the end of COBRA Continuation Coverage if you elect and maintain COBRA Continuation Coverage for the maximum time available to you.

If you or a dependent provides notice to the Fund Office of:

- A divorce;
- Ineligibility of a dependent for coverage under the Fund; or
- A second qualifying event;

and if you or the dependent is not entitled to COBRA, the Fund Office will notify you in writing of the reason you are not eligible for such coverage.

### ***Paying for COBRA Continuation Coverage***

If you or a covered dependent chooses COBRA coverage, you or your covered dependent must pay the full cost of the coverage plus a 2% administrative fee. If you are eligible for 29 months of continued coverage due to disability, your cost will increase to 150% of the full cost of continued coverage during the 19th through the 29th months of coverage.

Your first payment must be made within 45 days after you elect to continue coverage and must include payments for any months retroactive to the day that you and/or your covered dependents' coverage under the Fund ended.

Subsequent payments are due on the first of the month and must be made no later than 30 days from that date. A payment is considered made on the date on which it is sent to the Fund. If there is a question as to the date sent, the Fund Office will use the postmark date to determine the date sent.

The aforementioned 30-day period is your grace period. If you pay after the due date but before your grace period expires, the Fund Office will terminate your coverage effective as of the due date and then reinstate your coverage retroactive to that date. If a payment is late (after the grace period expires), your late payment will be returned, and your coverage will remain terminated as of the last day of the month for which timely payment was made.



## When COBRA Continuation Coverage Ends

COBRA Continuation Coverage for you and/or your covered dependents may end for any of the following reasons:

- Coverage has continued for the maximum 18-, 29- or 36-month period;
- The Fund no longer provides group health coverage;
- The Fund terminates coverage for cause, such as fraudulent claim submission, on the same basis that coverage could terminate in a similar situation for Active Employees;
- You or a dependent do not pay the cost of COBRA when it is due or within any grace period;
- The person electing coverage is widowed or divorced, subsequently remarries and is eligible for coverage under the new spouse's group health plan;
- You are continuing coverage during the 19th to 29th months of a disability and the Social Security Administration determines you are no longer disabled; or
- You or a covered dependent becomes entitled to Medicare after COBRA Continuation Coverage begins.

## COBRA Claims

Claims will not be paid unless you have timely elected COBRA Continuation Coverage and paid the premiums.

# HOSPITAL AND MEDICAL BENEFITS

## Limitations on Benefits

The following sections describe the Fund's Hospital and Medical Benefits. The ***Claims and Appeals Procedures; Grievances and Appeals for Claims Administered by Empire; and Other Information You Should Know; and Your Rights Under the Employee Retirement Income Security Act of 1974*** sections of this SPD, which start on page 93, explain how to appeal a denial of benefits and the Fund's rules requiring that a lawsuit following a denial of an appeal must be filed in the United States District Court for the Southern District of New York in New York County, New York within 365 days from the notice of the denial of the appeal.

## How Hospital and Medical Coverage Works

The Fund provides Hospital and medical coverage through Empire's Point of Service network ("POS") or Empire's Preferred Provider Organization ("PPO") network. If you reside in Empire's Operating Area or its contiguous counties, you will be enrolled in the POS program. If you reside outside of Empire's **Operating Area**, you will be enrolled in the PPO program. Both programs have identical In-Network and Out-of-Network cost-sharing provisions.

EMPIRE'S POS OPERATING AREA			
NEW YORK		NEW JERSEY	CONNECTICUT
Albany	Schenectady	Bergen	Fairfield
Clinton	Schoharie	Hudson	Litchfield
Columbia	Suffolk	Middlesex	
Delaware	Sullivan	Monmouth	
Dutchess	Warren	Passaic	
Essex	Washington	Sussex	
Fulton	Westchester	Union	
Greene	<b>New York City</b>		
Montgomery	Bronx		
Nassau	Kings		
Orange	Queens		
Putnam	New York		
Rensselaer	Richmond		
Rockland			
Saratoga			

- If you live in one of the counties listed above, select a Provider from the Empire POS Network.
- If you live in county that is not listed above, select a Provider from the PPO Network of the local BlueCross BlueShield affiliate.

How benefits are paid depends on where you receive care, as described below:

- **If you receive services from a Hospital.**
  - Hospitals in Empire's network or a local BlueCross BlueShield network send bills directly to Empire or the local network. The Fund will pay 90% of the Allowed Amount for services after you satisfy the In-Network Deductible.
  - **Non-Participating Hospitals** may provide you with the bill for you to submit to Empire. The Fund will pay 70% of the **Allowed Amount** for the services after you satisfy the **Out-of-Network Deductible**. You will be responsible for 30% of the Allowed Amount **plus** any amount in excess of the Allowed Amount. Claims should be submitted to the Local Empire BlueCross BlueShield Plan in order to expedite processing and ensure that all information is provided to Empire.
- **If you see a Provider for an office visit.**
  - Providers that participate in Empire's network or a local BlueCross BlueShield network will collect the appropriate Copayment from you at the time of the office visit and submit the claim directly to Empire or the local network.
  - If you see a Non-Participating Provider for an office visit, the Provider may ask you to pay up front. You or the Provider must file a claim with Empire or the local BlueCross BlueShield



network. Once the claim is received and processed, Empire will send you an Explanation of Benefits ("EOB"), which explains how the claim was adjudicated. The Fund will pay 70% of the Allowed Amount for the services after you satisfy the Deductible. You will be responsible for 30% of the Allowed Amount *plus* any amount in excess of the Allowed Amount.

- **If you see a Provider for services.**

- Providers that participate in Empire's network or a local BlueCross BlueShield network will submit bills directly to Empire or the local network. The Fund will pay 90% of the Allowed Amount after you satisfy the In-Network Deductible
- If you see a Non-Participating Provider, the Provider may ask you to pay up front. You or the Provider must file a claim with Empire or the local BlueCross BlueShield network. Once the claim is received and processed, Empire will send you an EOB, which explains how the claim was adjudicated. The Fund will pay 70% of the Allowed Amount for the services after you satisfy the Out-of-Network Deductible. You will be responsible for the Deductible and 30% of the Allowed Amount plus any amount in excess of the Allowed Amount.

You will receive an EOB whenever a claim is processed.

## Precertification

Precertification is required for certain services including admission to a Hospital and other Facilities, such as skilled nursing Facilities, maternity care, certain diagnostic tests and procedures, and certain types of equipment and supplies. If you fail to precertify when required, your benefits may be reduced or denied entirely.

Empire's Medical Management Program handles precertification. You can reach Empire's Medical Management at 844-416-6387. Empire has set time frames for calling its Medical Management Program for precertification depending on the type of Hospital admission or procedure, as explained below.

- A planned Hospital admission or surgery should be precertified at least two weeks ahead of time;
- An emergency admission must be certified no later than 48 hours after the Hospital admission;
- When possible, pregnancy should be precertified within three months of the beginning of the pregnancy and again within 24 hours after delivery.

Additional information concerning precertification and Empire's Medical Management Program is provided on pages 56-58.

## In-Network Benefits and Procedures

This section summarizes your In-Network Benefits and Empire's procedures. You can reach Empire by phone at 844-416-6387 or by visiting **www.empireblue.com**. To register on Empire's Website, follow these easy steps:

- Go to **www.empireblue.com**;
- Click "Register" on the left-hand side of the home page; and

- Follow the steps provided (You'll need your Empire Member ID to register. Your Member ID number can be found on the front of your Empire Member ID Card).

Once you're registered on Empire's Website, you can:

- Search for participating doctors and specialists;
- Check the status of claims;
- Receive information through your personal "Message Center;" and
- Get health information and tools with My Health, powered by WebMD.

## Finding a Network Provider

You can locate a Network Provider by calling Empire at 844-416-6387 or visiting Empire's Website at **www.empireblue.com**. Select the Point of Service network from the drop-down menu. The Fund Office can also help you locate a Network Provider.

When traveling in the United States, you can call 800-810-BLUE (800-810-2583) or visit **www.bcbs.com** for more information on Participating Providers.

When traveling outside the United States, contact the BlueCard Worldwide program at 804-673-1177 for the names of **Participating Hospitals** and other Providers.

## Inter-Plan Program

1. **Out-of-Area Services.** Empire has a variety of relationships with other BlueCross and/or BlueShield Licensees. Generally, these relationships are called "Inter-Plan Arrangements." These Inter-Plan Arrangements work based on rules and procedures issued by the BlueCross BlueShield Association ("Association"). Whenever you access healthcare services outside of the geographic area Empire serves, the claims for these services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described below.

When you receive care outside of the Empire Service Area, you will receive it from one of two kinds of Providers. Most Providers ("Participating Providers") contract with the local BlueCross and/or BlueShield Plan in that geographic area ("Host Blue"). Some Providers ("Non-Participating Providers") do not contract with the Host Blue. We explain below how both kinds of Providers are paid.

**Inter-Plan Arrangements Eligibility – Claim Types.** Most claim types are eligible to be processed through Inter-Plan Arrangements, as described above. **BlueCard® Program.** Under the BlueCard® Program, when you receive Covered Services within the geographic area served by a Host Blue, Empire will still fulfill its contractual obligations. But the Host Blue is responsible for: (a) contracting with its Providers; and (b) handling its interactions with those Providers.

When you receive Covered Services outside the Empire Service Area and the claim is processed through the BlueCard Program, the amount you pay is calculated based on the lower of:

- The billed charges for Covered Services; or

- The negotiated price that the Host Blue makes available to the Plan.

Often, this “negotiated price” will be a simple discount that reflects an actual price that the Host Blue pays to the Provider. In some cases, it is an estimated price that takes into account special arrangements with that Provider. In other cases, the arrangement may be an average price, based on a discount that results in expected average savings for services provided by similar types of Providers. Estimated and average pricing arrangements may also involve types of settlements, incentive payments and/or other credits or charges.

Estimated pricing and average pricing also take into account adjustments to correct for over- or underestimation of past pricing of claims, as noted above. However, such adjustments will not affect the price Empire used for your claim because they will not be applied after a claim has already been paid.

2. **Special Cases: Value-Based Programs. BlueCard® Program.** If you receive Covered Services under a value-based program inside a Host Blue’s service area, you will not be responsible for paying any of the Provider Incentives, risk-sharing, and/or Care Coordinator Fees that are a part of such an arrangement, except when a Host Blue passes these fees to Empire through average pricing or fee schedule adjustments.
3. **Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees.** Federal or state laws or regulations may require a surcharge, tax or other fee. If applicable, Empire will include any such surcharge, tax or other fee as part of the claim charge passed on to you.
4. **Non-Participating Providers Outside Empire’s Service Area.**
  - a. **Allowed Amounts and Member Liability Calculation.** When Covered Services are provided outside of Empire’s Service Area by non-participating providers, Empire may determine benefits and make payment based on pricing from either the Host Blue or the pricing arrangements required by applicable law. In these situations, the amount you pay for such services as Deductible, Copayment, or Coinsurance will be based on that Allowed Amount. You may also be responsible for the difference between the amount that the non-participating provider bills and the payment Empire will make for the Covered Services as set forth in this paragraph. Federal or state law, as applicable, will govern payments for out-of-network emergency services.
  - b. **Exceptions.** In certain situations, Empire may use other pricing methods, such as billed charges, the pricing the Fund would use if the healthcare services had been obtained within the Empire Service Area, or a special negotiated price to determine the amount payable for services provided by non-participating providers. In these situations, you may be liable for the difference between the amount that the non-participating provider bills and the payment made by the Fund for the Covered Services as set forth in this paragraph.
5. **BlueCross BlueShield Global Core® Program.** If you plan to travel outside the United States, call Empire’s Member Services to find out your BlueCross BlueShield Global Core benefits. Benefits for services received outside of the United States may be different from services received in the United States. Remember to take an up-to-date health ID card with you when you travel.

When you are traveling abroad and need medical care, you can call the BlueCross BlueShield Global Core Service Center 24 hours a day, seven (7) days a week. The toll-free number is 800-810-2583. Or you can call them collect at 804-673-1177.

**How claims are paid with BlueCross BlueShield Global Core.** In most cases, when you arrange inpatient hospital care with BlueCross BlueShield Global Core, claims will be filed for you. The only amounts that you may need to pay up front are Copayment, Coinsurance, or Deductible amounts. You will typically need to pay for the following services up front:

- Doctors services;
- Inpatient hospital care not arranged through BlueCross BlueShield Global Core; and
- Outpatient services.
- You must file a claim form for reimbursement for any payments made up front.

To obtain international claim forms:

- Call the BlueCross BlueShield Global Core Service Center at the numbers above; or
- Visit **[www.bcbsglobalcore.com](http://www.bcbsglobalcore.com)**.

You will find the address for mailing the claim on the form.

## Transitional Care

Networks grow and change, and sometimes a Provider will leave the network. If you are a current Participant in the Fund and the Provider with whom you are in an ongoing course of treatment leaves the network, Empire will notify you at least 30 calendar days prior to the Provider's termination or within 15 days after Empire becomes aware of the Provider's change in status.

You may continue to receive **Medically Necessary Covered Services** from a Provider for an ongoing course of treatment for up to 90 days after he/she leaves the network, if the Provider agrees to (1) reimbursement at the rates applicable prior to start of transitional care, (2) adhere to Empire's quality assurance requirements, (3) provide Empire with necessary medical information related to your care, and (4) adhere to Empire's policies and procedures. After 90 days, you must select a new Provider. Continued care is available to pregnant women who are in the second and third trimester through the delivery and postpartum period. Contact Empire's Medical Management department to arrange for this continued care.

Transitional care will not be approved if the Provider leaves the network due to imminent harm to patient care, a determination of fraud, or a final disciplinary action by a state licensing board (or other governmental agency) that impairs the Provider's ability to practice. New participants who are in treatment for a disabling and degenerative or life-threatening condition or disease are eligible for up to 60 days of continued care following their initial enrollment date. Individuals who are pregnant and in their second or third trimester on the effective date of coverage may continue care through delivery and the postpartum period. In both situations, the Provider must agree to (1) reimbursement at the rates applicable prior to start of transitional care, (2) adhere to Empire's quality assurance requirements, (3) provide Empire with necessary medical information related to

this care, and (4) adhere to Empire's policies and procedures. Contact Empire's Medical Management department to arrange for this continued care.

## The Advantages of Specialty Care Coordinators and Specialty Care Centers

If you have a life-threatening or degenerative and disabling condition or disease, you may request a Specialty Care Coordinator ("SCC") to act as your Primary Care Physician ("PCP"). An SCC is a network specialist with expertise in treating disabling and degenerative or life-threatening conditions. The SCC can refer you to a Specialty Care Center and will coordinate your care while you are receiving specialized services. When you have an office visit with an SCC, you pay the primary care visit Copayment (not the specialist visit Copayment).

Call Empire's Medical Management Program to request an SCC. Empire and your doctor, together with Empire's medical director and your specialist, must approve all SCC requests. Your care by the SCC will be given according to a treatment plan reviewed by Empire in consultation with you, your Physician, and the SCC. The advantage of having an SCC is that you can rely on the physician most responsible for your care, should a serious situation arise.

Examples of Specialty Care Centers include centers for the treatment of:

- HIV/AIDS (designated by the New York State AIDS Institute);
- Cerebral palsy (accredited by the New York State Department of Health);
- Cystic fibrosis (designated by the Cystic Fibrosis Foundation);
- Cancer (accredited by the National® Cancer Institute);
- Organ transplants (accredited by Medicare);
- Hemophilia (designated by the National Hemophilia Foundation);
- Multiple sclerosis (designated by the National Multiple Sclerosis Society); and
- Sickle cell disease (accredited by the National Institutes of Health).

## Out-of-Network Benefits and Procedures

Out-of-Network services are health care services provided by a licensed Provider who does not participate in the Empire POS network or a PPO network of another BlueCross BlueShield affiliate. For most services, you may choose In-Network or Out-of-Network Providers. (However, some services are only covered In-Network; these are described later.) When you receive Out-of-Network care:

- You pay an annual "Deductible" and "Coinsurance" for each Covered Service, plus any amount above the "Allowed Amount" (see page 61);
- You will usually have to pay the Provider when you receive care; and
- You will need to file a claim form.

In general, benefits for Out-of-Network services are paid directly to you. Empire generally does not issue payments directly to Out-of-Network Providers. It is your responsibility to pay the Out-of-Network Providers directly. **If the Out-of-Network Provider charges more than the Fund pays or seeks to impose interest or attorney's fees or other fees for late payment or non-payment, you will be solely responsible for such charges.** That is why it is generally always less costly to you to use **In-Network Providers**.

The Deductible applies separately to each family member until the family Deductible is met. However, there is an exception to this policy called a "common accident benefit." If two or more family members are injured in the same accident and require medical care, only one individual Deductible must be met for all care related to the accident.

#### How Benefits are Calculated for In-Network and Out-of-Network Care

	IN-NETWORK (EMPIRE)	OUT-OF-NETWORK
<b>Specialist's Charge for Office Visit</b>	\$250	\$250
<b>Allowed Amount</b> (see page 61 for an explanation of the Allowed Amount)	N/A	\$200
<b>Benefit Amount Paid</b>	\$100 (Allowed Amount)	\$140 (70% of Allowed Amount)
<b>Total Patient Responsibility</b>	\$25 Copayment	\$110 (30% of Allowed Amount PLUS the difference between the Allowed Amount and the Specialist's Charge)
<b>Note: This example assumes that individual Deductibles have already been satisfied.</b>		

## Anti-Assignment

The Fund categorically prohibits, and the Fund will not accept in any circumstances, any assignment or any attempt to assign any benefit claims or any other types of claims, regardless of the nature of such claims, to an Out-of-Network Provider or an Out-of-Network Hospital or Facility. This prohibition of assignments applies to any claims for benefits or monies alleged to be due under the Fund, any claim for a determination as to future rights to benefits under the Fund, any claim for access to documents or information under the Employee Retirement Income Security Act of 1974 ("ERISA") or any other applicable law, any claim for a breach or alleged breach of fiduciary duty under ERISA, and any and all other claims regardless of the nature of such claims. In the event that the Fund or a Health Organization makes a direct payment to an Out-of-Network Provider or an Out-of-Network Hospital or Facility or otherwise communicates with an Out-of-Network Provider or an Out-of-Network Hospital or Facility, such payment or communication shall in no way be construed or interpreted as a waiver of the Fund's prohibition of assignments.



## Schedule of Benefits

The following chart provides a brief overview of your coverage.

**Some services require precertification with Empire's Medical Management Program. See the Medical Management section for details.**

	YOU PAY	
	IN-NETWORK	OUT-Of-NETWORK
<b>ANNUAL DEDUCTIBLE</b> (Deductibles are applied toward the Out-of-Pocket Maximum)	\$200/Individual \$500/Family	\$750/Individual \$1,875/Family
<b>COPAYMENT</b> (Copayments are applied toward the Out-of-Pocket Maximum) <ul style="list-style-type: none"> <li>● <b>Primary Care Office Visit</b></li> <li>● <b>Specialist Office Visit</b></li> <li>● <b>Emergency Room Visit</b></li> </ul>	\$20 Copayment per visit  \$25 Copayment per visit  \$200 per visit (waived if admitted)	30% of Allowed Amount after Deductible is satisfied  30% of Allowed Amount after Deductible is satisfied  \$200 per visit (waived if admitted)
<b>COINSURANCE</b> (Coinsurance payments are applied toward the Out-of-Pocket Maximum)	10% of Allowed Amount	30% of Allowed Amount
<b>ANNUAL OUT-OF-POCKET MAXIMUM</b> (Including Annual Deductible, Copayment and Coinsurance)	\$1,900/Individual \$4,750/Family	\$3,750/Individual \$9,375/Family
<b>LIFETIME MAXIMUM</b>	Unlimited	Unlimited
<b>HOME, OFFICE/OUTPATIENT CARE</b>		
<b>HOME/OFFICE VISITS</b>	\$20 per primary care visit \$25 per specialist visit	30% of Allowed Amount after Deductible is satisfied
<b>SPECIALIST VISITS</b>	\$25 per visit	30% of Allowed Amount after Deductible is satisfied

## SUMMARY PLAN DESCRIPTION

	YOU PAY	
	IN-NETWORK	OUT-Of-NETWORK
<b>CHIROPRACTIC CARE</b> <ul style="list-style-type: none"> <li>Up to 45 visits per calendar year</li> </ul>	\$20 per visit	Not covered
<b>ACUPUNCTURE</b> <ul style="list-style-type: none"> <li>Unlimited visits</li> </ul>	10% of Allowed Amount after Deductible is satisfied (a specialty Copayment of \$25 may apply if the provider bills for an office visit)	30% of Allowed Amount after Deductible is satisfied
<b>SECOND OR THIRD SURGICAL OPINION</b>	\$25 per visit	30% of Allowed Amount after Deductible is satisfied
<b>DIAGNOSTIC PROCEDURES</b> <ul style="list-style-type: none"> <li>X-rays and other imaging</li> <li>Radium and Radionuclide therapy (<i>precertification required</i>)</li> <li>MRIs/MRAs (<i>precertification required</i>)</li> <li>Nuclear cardiology services (<i>precertification required</i>)</li> <li>PET/CAT scans (<i>precertification required</i>)</li> <li>Laboratory tests</li> </ul>	10% of Allowed Amount after Deductible is satisfied	30% of Allowed Amount after Deductible is satisfied
<b>DIABETES EDUCATION AND MANAGEMENT</b>	\$20 per primary care visit \$25 per specialist visit	30% of Allowed Amount after Deductible is satisfied
<b>ALLERGY CARE</b> <ul style="list-style-type: none"> <li>Office Visit</li> <li>Testing &amp; Treatment</li> </ul>	\$20 per primary care visit or \$25 per specialist visit  10% of Allowed Amount after Deductible is satisfied	30% of Allowed Amount after Deductible is satisfied  30% of Allowed Amount after Deductible is satisfied



## SUMMARY PLAN DESCRIPTION

	YOU PAY	
	IN-NETWORK	OUT-Of-NETWORK
<b>SURGERY</b> <ul style="list-style-type: none"> <li>● Pre-surgical testing</li> <li>● Anesthesia</li> </ul>	10% of Allowed Amount after Deductible is satisfied	30% of Allowed Amount after Deductible is satisfied
<b>CHEMOTHERAPY, RADIATION</b>	10% of Allowed Amount after Deductible is satisfied	30% of Allowed Amount after Deductible is satisfied
<b>KIDNEY DIALYSIS</b>	10% of Allowed Amount after Deductible is satisfied	30% of Allowed Amount after Deductible is satisfied
<b>CARDIAC REHABILITATION</b>	\$25 per visit	30% of Allowed Amount after Deductible is satisfied
PREVENTIVE CARE		
<b>ANNUAL PHYSICAL EXAM</b> One per calendar year	\$0	30% of Allowed Amount after Deductible is satisfied
<b>DIAGNOSTIC SCREENING TESTS</b> <ul style="list-style-type: none"> <li>● Cholesterol: 1 every 2 years (except for triglyceride testing)</li> <li>● Diabetes (if pregnant or considering pregnancy)</li> <li>● Colorectal cancer               <ul style="list-style-type: none"> <li>○ Fecal occult blood test if age 40 or over: 1 per year</li> <li>○ Sigmoidoscopy if age 40 or over: 1 every 2 years</li> </ul> </li> <li>● Routine Prostate Specific Antigen ("PSA") in asymptomatic males               <ul style="list-style-type: none"> <li>○ Over age 50: 1 every year</li> <li>○ Between ages 40-49 if risk factors exist: 1 per year</li> <li>○ If prior history of prostate cancer: PSA at any age</li> </ul> </li> <li>● Diagnostic PSA: 1 per year</li> </ul>	\$0	30% of Allowed Amount after Deductible is satisfied

	YOU PAY	
	IN-NETWORK	OUT-Of-NETWORK
<b>WELL-WOMAN CARE</b> <ul style="list-style-type: none"> <li>● Office visits</li> <li>● Pap smears</li> <li>● Bone Density testing and treatment                             <ul style="list-style-type: none"> <li>○ Ages 52 through 65 - 1 baseline</li> <li>○ Age 65 and older - 1 every 2 years (if baseline before age 65 does not indicate osteoporosis)</li> <li>○ Under age 65 - 1 every 2 years (if baseline before age 65 indicates osteoporosis)*</li> </ul> </li> <li>● Mammogram (based on age and medical history)                             <ul style="list-style-type: none"> <li>○ Ages 35 through 39 – 1 baseline</li> <li>○ Age 40 and older – 1 per year</li> </ul> </li> <li>● Women’s sterilization procedures and counseling</li> <li>● Breastfeeding support, supplies and counseling                             <ul style="list-style-type: none"> <li>○ One breast pump per year</li> <li>○ Screenings and/or counseling for Gestational diabetes, Human Papillomavirus (“HPV”), sexually transmitted infections (“STIs”), Human immune deficiency (“HIV”), interpersonal and domestic violence</li> </ul> </li> </ul>	\$0	30% of Allowed Amount after Deductible is satisfied

## SUMMARY PLAN DESCRIPTION

	YOU PAY	
	IN-NETWORK	OUT-Of-NETWORK
<b>WELL-CHILD CARE</b> <ul style="list-style-type: none"> <li>● Covered Services and the number of visits are based on the prevailing clinical standards of the American Academy of Pediatrics</li> <li>● In-Hospital visits <ul style="list-style-type: none"> <li>○ Newborn: 2 in-Hospital exams at birth following vaginal delivery or 4 in-Hospital exams at birth following C-section delivery</li> </ul> </li> <li>● Office visits <ul style="list-style-type: none"> <li>○ From birth through 11 years of age: 7 visits</li> <li>○ Ages 12 through 17 years of age: 6 visits</li> <li>○ Ages 18 to 21st birthday: 2 visits</li> </ul> </li> <li>● Lab tests ordered at the well-child visits and performed in the office or in the laboratory</li> <li>● Certain immunizations (office visits are not required)</li> </ul>	\$0	30% of Allowed Amount after Deductible is satisfied
<b>EMERGENCY CARE</b>		
<b>EMERGENCY ROOM</b>	\$200 per visit (waived if admitted within 24 hours)	
<b>PHYSICIAN'S OFFICE</b>	\$20 per primary care visit or \$25 per specialist visit	30% of Allowed Amount after Deductible is satisfied
<b>EMERGENCY AMBULANCE</b> <ul style="list-style-type: none"> <li>● Transportation by air or land ambulance to nearest acute care Hospital for emergency treatment</li> </ul>	10% of Allowed Amount after Deductible is satisfied	

## SUMMARY PLAN DESCRIPTION

	YOU PAY	
	IN-NETWORK	OUT-Of-NETWORK
<b>MATERNITY CARE AND INFERTILITY TREATMENT</b>		
<b>PRENATAL AND POSTNATAL CARE</b> (In doctor's office) ● Precertification required	10% of Allowed Amount after Deductible is satisfied	30% of Allowed Amount after Deductible is satisfied
<b>LAB TESTS, SONOGRAMS AND OTHER DIAGNOSTIC PROCEDURES</b>	10% of Allowed Amount after Deductible is satisfied	30% of Allowed Amount after Deductible is satisfied
<b>ROUTINE NEWBORN NURSERY CARE</b> (In Hospital)	10% of Allowed Amount after Deductible is satisfied	30% of Allowed Amount after Deductible is satisfied
<b>OBSTETRICAL CARE</b> (In Hospital) ● Precertification required	10% of Allowed Amount after Deductible is satisfied	30% of Allowed Amount after Deductible is satisfied
<b>OBSTETRICAL CARE</b> (In birthing center) ● Precertification required	10% of Allowed Amount after Deductible is satisfied	Not covered
<b>HOSPITAL SERVICES</b>		
Please refer to the Health Management section for details regarding precertification requirements.		
<b>SEMI-PRIVATE ROOM AND BOARD</b> ● Precertification required	10% of Allowed Amount after Deductible is satisfied	30% of Allowed Amount after Deductible is satisfied
<b>ANESTHESIA AND OXYGEN</b>	10% of Allowed Amount after Deductible is satisfied	30% of Allowed Amount after Deductible is satisfied
<b>CHEMOTHERAPY AND RADIATION THERAPY</b> ● Precertification required	10% of Allowed Amount after Deductible is satisfied	30% of Allowed Amount after Deductible is satisfied

## SUMMARY PLAN DESCRIPTION

	YOU PAY	
	IN-NETWORK	OUT-Of-NETWORK
<b>DIAGNOSTIC X-RAYS AND LAB TESTS</b>	10% of Allowed Amount after Deductible is satisfied	30% of Allowed Amount after Deductible is satisfied
<b>DRUGS AND DRESSINGS</b>	10% of Allowed Amount after Deductible is satisfied	30% of Allowed Amount after Deductible is satisfied
<b>GENERAL, SPECIAL AND CRITICAL NURSING CARE</b> <ul style="list-style-type: none"> <li>● Precertification required</li> </ul>	10% of Allowed Amount after Deductible is satisfied	30% of Allowed Amount after Deductible is satisfied
<b>INTENSIVE CARE</b> <ul style="list-style-type: none"> <li>● Precertification required</li> </ul>	10% of Allowed Amount after Deductible is satisfied	30% of Allowed Amount after Deductible is satisfied
<b>KIDNEY DIALYSIS</b> <ul style="list-style-type: none"> <li>● Precertification required</li> </ul>	10% of Allowed Amount after Deductible is satisfied	30% of Allowed Amount after Deductible is satisfied
<b>SERVICES OF LICENSED PHYSICIANS AND SURGEONS</b>	10% of Allowed Amount after Deductible is satisfied	30% of Allowed Amount after Deductible is satisfied
<b>SURGERY (Inpatient)</b> <ul style="list-style-type: none"> <li>● For a second procedure performed during an authorized surgery through the same incision, the Fund pays for the procedure with the higher Allowed Amount.</li> <li>● For a second procedure done through a separate incision, the Fund pays the Allowed Amount for the procedure with the higher allowance and up to 50% of the Allowed Amount for the other procedure.</li> <li>● Precertification required</li> </ul>	10% of Allowed Amount after Deductible is satisfied	30% of Allowed Amount after Deductible is satisfied

## SUMMARY PLAN DESCRIPTION

	YOU PAY	
	IN-NETWORK	OUT-Of-NETWORK
<b>SURGERY</b> (Outpatient) <ul style="list-style-type: none"> <li>For a second procedure performed during an authorized surgery through the same incision, the Fund pays for the procedure with the higher Allowed Amount.</li> <li>For a second procedure done through a separate incision, the Fund pays the Allowed Amount for the procedure with the higher allowance and up to 50% of the Allowed Amount for the other procedure.</li> <li>Certain outpatient services require precertification. Before you schedule a procedure, your provider should contact Empire's Medical Management at 844-416-6387 to see if that procedure requires precertification. Failure to precertify may result in a penalty and/or denial of the claim if the service is not deemed to be medically necessary.</li> </ul>	10% of Allowed Amount after Deductible is satisfied	30% of Allowed Amount after Deductible is satisfied
DURABLE MEDICAL EQUIPMENT AND SUPPLIES		
<b>DURABLE MEDICAL EQUIPMENT</b> (e.g., Hospital-type bed, wheelchair, sleep apnea monitor) <ul style="list-style-type: none"> <li>Precertification required</li> </ul>	10% of Allowed Amount after Deductible is satisfied	Not covered
<b>PROSTHETICS</b> (e.g., artificial arms, legs, eyes, ears) <ul style="list-style-type: none"> <li>Precertification required</li> </ul>	10% of Allowed Amount after Deductible is satisfied	Not covered
<b>MEDICAL SUPPLIES</b> (e.g., catheters, diabetic supplies, oxygen, syringes)	10% of Allowed Amount after Deductible is satisfied	30% of Allowed Amount after Deductible is satisfied

## SUMMARY PLAN DESCRIPTION

	YOU PAY	
	IN-NETWORK	OUT-Of-NETWORK
<b>NUTRITIONAL SUPPLEMENTS</b> (enteral formulas and modified solid food products)	10% of Allowed Amount after Deductible is satisfied	30% of Allowed Amount after Deductible is satisfied
<b>SKILLED NURSING AND HOSPICE CARE (PRECERTIFICATION REQUIRED)</b>		
<b>SKILLED NURSING FACILITY</b> ● Up to 60 days per calendar year	10% of Allowed Amount after Deductible is satisfied	Not covered
<b>HOSPICE</b> ● Up to 210 days per lifetime	10% of Allowed Amount after Deductible is satisfied	Not covered
<b>HOME HEALTH CARE (PRECERTIFICATION REQUIRED)</b>		
<b>HOME HEALTH CARE</b> ● Up to 200 visits per calendar year (a visit equals 4 hours of care)	10% of Allowed Amount after Deductible is satisfied	Not covered
<b>HOME INFUSION THERAPY</b>	10% of Allowed Amount after Deductible is satisfied	Not covered
<b>PHYSICAL, OCCUPATIONAL, SPEECH OR VISION THERAPY (PRECERTIFICATION REQUIRED)</b>		
<b>PHYSICAL THERAPY, REHABILITATION, AND HABILITATION</b> ● Up to 30 days of inpatient service per calendar year	10% of Allowed Amount after Deductible is satisfied	Not covered
● Up to 45 visits combined in home, office or outpatient Facility per calendar year	\$20 per office visit \$25 per Hospital setting visit	Not covered
<b>OCCUPATIONAL, SPEECH, VISION THERAPY</b> ● Up to 45 visits per person combined in home, office or outpatient Facility per calendar year	\$20 for Professional Visits \$25 for Facility Visits	Not covered

## SUMMARY PLAN DESCRIPTION

	YOU PAY	
	IN-NETWORK	OUT-Of-NETWORK
<b>BEHAVIORAL/MENTAL HEALTH CARE</b>		
<b>Outpatient</b> <ul style="list-style-type: none"> <li>Unlimited number of Medically Necessary visits</li> </ul>	\$20 per visit	30% of Allowed Amount after Deductible is satisfied
<b>Non-Routine Outpatient</b> (*precertification required) <ul style="list-style-type: none"> <li>Includes Intensive Outpatient ("IOP"), Partial Day Hospital ("PHP"), and Applied Behavioral Analysis</li> </ul>	10% of Allowed Amount after Deductible is satisfied	30% of Allowed Amount after Deductible is satisfied
<b>Inpatient</b> (*precertification required) <ul style="list-style-type: none"> <li>Unlimited number of Medically Necessary days</li> <li>Unlimited number of Medically Necessary visits from mental healthcare professionals</li> </ul>	10% of Allowed Amount after Deductible is satisfied	30% of Allowed Amount after Deductible is satisfied
<b>ALCOHOL OR SUBSTANCE ABUSE TREATMENT</b>		
<b>Outpatient</b> <ul style="list-style-type: none"> <li>Unlimited number of Medically Necessary visits, including visits for family counseling</li> </ul>	\$20 per visit	30% of Allowed Amount after Deductible is satisfied
<b>Non-Routine Outpatient</b> (*precertification required) <ul style="list-style-type: none"> <li>Includes Intensive Outpatient ("IOP"), Partial Day Hospital ("PHP")</li> </ul>	10% of Allowed Amount after Deductible is satisfied	30% of Allowed Amount after Deductible is satisfied
<b>Inpatient</b> (*precertification required) <ul style="list-style-type: none"> <li>Unlimited number of Medically Necessary days of detoxification</li> <li>Unlimited number of Medically Necessary rehabilitation days</li> </ul>	10% of Allowed Amount after Deductible is satisfied	30% of Allowed Amount after Deductible is satisfied



## What's Covered

### Doctor's Services

The In-Network medical Copayment applies to examination, evaluation and consultation services; In-Network Deductible and Coinsurance applies to all other services received during the office visit, except Well-Child Care and Mental Health Care. There are no claim forms to fill out for X-rays, blood tests or other diagnostic procedures, provided they are requested by the doctor and performed in the doctor's office or a Network Facility.

For In-Network allergy office visits, you pay a Copayment. For In-Network allergy testing and treatments, you pay the Deductible and Coinsurance.

When you visit an Out-of-Network physician or use an Out-of-Network Facility for diagnostic procedures, including allergy testing and treatment visits, you pay the Deductible and Coinsurance, plus any amount above Empire's Allowed Amount.

### *What's Covered*

Covered Services are listed in the **Schedule of Benefits** starting on page 23. The following are additional Covered Services and limitations:

- Consultation requested by the attending physician for advice on an Illness or Injury;
- Diabetes supplies prescribed by an authorized Provider:
  - Blood glucose monitors, including monitors for the legally blind,
  - Testing strips,
  - Insulin, syringes, injection aids, cartridges for the legally blind, insulin pumps and accessories, and insulin infusion devices,
  - Oral agents for controlling blood sugar,
  - Other equipment and supplies as required by applicable law, and
  - Data management systems;
- Diabetes self-management education and diet information, including:
  - Education by a physician, certified nurse practitioner or staff member:
    - At the time of diagnosis,
    - When the patient's condition changes significantly, and
    - When Medically Necessary;
  - Education by a certified diabetes nurse educator, certified nutritionist, certified dietitian or registered dietitian when referred by a physician or certified nurse practitioner. This benefit may be limited to a group setting when appropriate; and
  - Home visits for education when Medically Necessary;

- Diagnosis and treatment of degenerative joint disease related to temporomandibular joint (“TMJ”) syndrome that is not a dental condition;
- Diagnosis and treatment for Orthognathic surgery (which can include surgeries to correct conditions of the jaw and face related to structure, growth, sleep apnea, TMJ disorders, malocclusion problems owing to skeletal disharmonies, or other orthodontic problems that cannot be easily treated with braces) that is not due to a dental condition;
- Medically Necessary hearing examinations;
- Foot care and orthotics associated with disease affecting the lower limbs, such as severe diabetes, which requires care from a podiatrist or physician; and
- Chiropractic care.

Please refer to the **Health Management** section for precertification requirements.

### *What’s Not Covered*

The following medical services are not covered:

- Routine foot care, including care of corns, bunions, calluses, toenails, flat feet, fallen arches, weak feet and chronic foot strain;
- Symptomatic complaints of the feet except capsular or bone surgery related to bunions and hammertoes;
- Orthotics for treatment of routine foot care;
- Routine vision (while this is excluded from the Fund’s Hospital/Medical Benefits through Empire, the Fund does provide Vision Benefits for eligible participants; see page 88 for information about the Vision Benefits);
- Services such as laboratory, X-ray and imaging, and pharmacy services as required by applicable law from a Facility in which the referring physician or his/her immediate family member has a financial interest or relationship; and
- Services given by an unlicensed Provider or performed outside the scope of the Provider’s license.

## Preventive Services

Preventive care is a valuable part of your health care. Regular physical check-ups and appropriate screenings can help you and your doctor detect illness early, minimize the risk of a serious health problem and reduce the risk of incurring greater costs. The Plan provides you and your family with many preventive care services for free when you use In-Network Providers. For example, you and your dependents can have one physical exam per year without any cost-sharing if you visit an In-Network Provider. In addition, the following preventive services are covered without any cost-sharing if you receive the services from an In-Network Provider.

## What's Covered

### *For Adults*

- Abdominal aortic aneurysm one-time screening for men of specified ages who have ever smoked
- Alcohol misuse screening and counseling
- Aspirin use to prevent cardiovascular disease for men and women of certain ages
- Blood pressure screening
- Cholesterol screening for adults of certain ages or at higher risk
- Colorectal cancer screening for adults over 50
- Depression screening
- Diabetes (Type 2) screening for adults with high blood pressure
- Diet counseling for adults at higher risk for chronic disease
- Hepatitis B screening for people at high risk, including people from countries with 2% or more Hepatitis B prevalence, and U.S.-born people not vaccinated as infants and with at least one parent born in a region with 8% or more Hepatitis B prevalence
- Hepatitis C screening for adults at increased risk, and one time for everyone born between 1945 – 1965
- HIV screening for everyone between ages 15 to 65, and other ages at increased risk
- Immunization vaccines for adults — doses, recommended ages, and recommended populations vary:
  - Diphtheria
  - Hepatitis A
  - Hepatitis B
  - Herpes Zoster
  - Human Papillomavirus (“HPV”)
  - Influenza (flu shot)
  - Measles
  - Meningococcal
  - Mumps
  - Pertussis
  - Pneumococcal
  - Rubella
  - Tetanus
  - Varicella (Chickenpox)

- Lung cancer screening for adults between ages 55 - 80 at high risk for lung cancer because they're heavy smokers or have quit smoking in the past 15 years
- Obesity screening and counseling
- Sexually transmitted infection ("STI") prevention counseling for adults at higher risk
- Syphilis screening for adults at higher risk
- Tobacco Use screening for all adults and cessation interventions for tobacco users

### *For Pregnant Women or Women who may become Pregnant*

- Anemia screening on a routine basis
- Breastfeeding comprehensive support and counseling from trained Providers, and access to breastfeeding supplies, for pregnant and nursing women
- Contraception: Food and Drug Administration-approved contraceptive methods, sterilization procedures, and patient education and counseling, as prescribed by a health care Provider for women with reproductive capacity (not including abortifacient drugs)
- Folic acid supplements for women who may become pregnant
- Gestational diabetes screening for women 24 to 28 weeks pregnant and those at high risk of developing gestational diabetes
- Gonorrhea screening for all women at higher risk
- Hepatitis B screening for pregnant women at their first prenatal visit
- Rh Incompatibility screening for all pregnant women and follow-up testing for women at higher risk
- Syphilis screening
- Expanded tobacco intervention and counseling for pregnant tobacco users
- Urinary tract or other infection screening

### *Other Covered Preventive Services for Women*

- Breast cancer genetic test counseling ("BRCA") for women at higher risk
- Breast cancer mammography screenings every 1 to 2 years for women over 40
- Breast cancer chemoprevention counseling for women at higher risk
- Cervical cancer screening for sexually active women
- Chlamydia infection screening for younger women and other women at higher risk
- Domestic and interpersonal violence screening and counseling for all women
- Gonorrhea screening for all women at higher risk
- HIV screening and counseling for sexually active women
- Human Papillomavirus ("HPV") DNA test every 3 years for women with normal cytology results who are 30 or older

- Osteoporosis screening for women over age 60 depending on risk factors
- Rh incompatibility screening follow-up testing for women at higher risk
- Sexually transmitted infections counseling for sexually active women
- Syphilis screening for women at increased risk
- Tobacco use screening and interventions
- Well-woman visits to get recommended services for women under 65

### *Coverage for Children's Preventive Health Services*

- Alcohol and drug use assessments for adolescents
- Autism screening for children at 18 and 24 months
- Behavioral assessments for children ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years
- Blood pressure screening for children ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years
- Cervical dysplasia screening for sexually active females
- Depression screening for adolescents
- Developmental screening for children under age 3
- Dyslipidemia screening for children at higher risk of lipid disorders ages: 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years
- Fluoride chemoprevention supplements for children without fluoride in their water source
- Gonorrhea preventive medication for the eyes of all newborns
- Hearing screening for all newborns
- Height, weight and body mass index ("BMI") measurements for children ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years
- Hematocrit or hemoglobin screening for all children
- Hemoglobinopathies or sickle cell screening for newborns
- Hepatitis B screening for adolescents at high risk, including adolescents from countries with 2% or more Hepatitis B prevalence, and U.S.-born adolescents not vaccinated as infants and with at least one parent born in a region with 8% or more Hepatitis B prevalence: 11 – 17 years
- HIV screening for adolescents at higher risk
- Hypothyroidism screening for newborns
- Immunization vaccines for children from birth to age 18 — doses, recommended ages, and recommended populations vary:
  - Diphtheria, Tetanus, Pertussis (Whooping Cough)

- Haemophilus influenzae type B
- Hepatitis A
- Hepatitis B
- Human Papillomavirus (PVU)
- Inactivated Poliovirus
- Influenza (flu shot)
- Measles
- Meningococcal
- Pneumococcal
- Rotavirus
- Varicella (Chickenpox)
- Iron supplements for children ages 6 to 12 months at risk for anemia
- Lead screening for children at risk of exposure
- Medical history for all children throughout development ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years
- Obesity screening and counseling
- Oral health risk assessment for young children ages: 0 to 11 months, 1 to 4 years, 5 to 10 years
- Phenylketonuria ("PKU") screening for newborns
- Sexually transmitted infection ("STI") prevention counseling and screening for adolescents at higher risk
- Tuberculin testing for children at higher risk of tuberculosis ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years
- Vision screening for all children

In addition to the above-listed free preventive services, there is no cost-sharing for diagnostic testing related to COVID-19 (either for a COVID-19 test or an antibody test) or for the in-network visit associated with such testing, whether at a doctor's office, urgent care center, or hospital. Although there is no cost-sharing for In-Network or Out-of-Network testing, it is recommended that you remain In-Network when possible.

### ***What's Not Covered***

The following is a partial listing of preventive services not covered:

- Screening tests done at your place of work at no cost to you
- Free screening services offered by a government health department
- Tests done by a mobile screening unit, unless a doctor not affiliated with the mobile unit prescribes the tests

The preventive services referenced above will be covered in full when received from In-Network Providers. Cost-sharing (e.g., Copayments, Deductibles, Coinsurance) may apply to services provided during the same visit as the preventive services set forth above. For example, if a service listed above is provided during an office visit for which that preventive service is not the primary purpose of the visit, the cost-sharing amount for the office visit will still apply.

The Plan's coverage of preventive services is intended to comply with the Affordable Care Act (the "ACA"). Under this law, there are occasionally changes to the preventive services that are required to be covered by the Plan. The Plan will comply with any such changes in the preventive service coverage requirements. A list of the preventive services covered under the Plan is available at [www.healthcare.gov](http://www.healthcare.gov).

## Emergency and Urgent Care

### *What's Covered*

To be covered as emergency care, the condition must be a medical or behavioral condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

- Placing the health of the person afflicted with such condition (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, or in the case of a behavioral condition placing the health of such person or others in serious jeopardy;
- Serious impairment to such person's bodily functions;
- Serious dysfunction of any bodily organ or part of such person; or
- Serious disfigurement of such person.

**Emergency Services** are defined as a medical screening examination that is within the capability of the emergency department of a Hospital, including ancillary services routinely available to the emergency department to evaluate an Emergency Condition; and within the capabilities of the staff and Facilities available at the Hospital, such further medical examination and treatment as are required to stabilize the patient. With respect to an emergency medical condition, the term "Stabilize" means to provide such medical treatment of the condition as may be necessary to assure, within reasonable medical probability, that no material deterioration of the condition is likely to result from or occur during the transfer of the patient from a Facility or to deliver a newborn Child (including the placenta). Emergency Services are not subject to prior authorization requirements.

You are responsible for the emergency room Copayment (\$200) for a visit to an emergency room if your out-of-pocket maximum has not been met. The Copayment is waived if you are admitted to the Hospital within 24 hours of your visit. You will need to show your identification card when you arrive at the emergency room. If you make an emergency visit to your PCP's office, you pay the same Copayment as for an office visit. See the **Schedule of Benefits** starting on page 23 for Copayment amounts.

Please refer to the **Health Management** section for precertification requirements.



## *What's Not Covered*

These emergency services are not covered:

- Use of the Emergency Room:
  - To treat routine ailments.
  - Because you have no regular physician.
  - Because it is late at night or on a weekend or holiday (and the need for treatment is not sudden and serious); and
- Ambulette.

## *Emergency Air Ambulance*

The Fund will provide In-Network coverage for air ambulance services to transport you to the nearest acute care Hospital in connection with an emergency room or emergency inpatient admission or emergency outpatient care, subject to cost-sharing obligations, when the following conditions are met:

Your medical condition requires immediate and rapid ambulance transportation and services cannot be provided by land ambulance due to great distances, and the use of land transportation would pose an immediate threat to your health; and

Services are covered to transport you from one acute care Hospital to another, only if the transferring Hospital does not have adequate Facilities to provide the Medically Necessary services needed for your treatment as determined by Empire and use of land ambulance would pose an immediate threat to your health.

If Empire determines that the condition for coverage for air ambulance services has not been met, but your condition did require transportation by land ambulance to the nearest acute care Hospital, the Fund will only pay up to the amount that would be paid for land ambulance to that Hospital. You will be required to pay the difference between the Allowed Amount and the total charges of an Out-of-Network Provider.

Please refer to the Health Management section for details regarding precertification requirements.

## *Emergency Land Ambulance*

The Fund will provide coverage for land ambulance transportation to the nearest acute care Hospital, in connection with emergency room care or emergency inpatient admission, provided by an ambulance service, when a prudent layperson, possessing an average knowledge of medicine and health, could reasonably expect the absence of such transportation to result in:

- Placing the health of the person afflicted with a condition in serious jeopardy, or, for behavioral condition, placing the health of the person or others in serious jeopardy;
- Serious impairment to a person's bodily functions;
- Serious dysfunction of any bodily organ or part of a person; or

- Serious disfigurement to the person.

Benefits are not available for transfers between healthcare Facilities.

### *Urgent Care*

Urgent care is care required in order to prevent serious deterioration to your health. It is the type of care that requires timely attention (i.e., bronchitis, high fever, sprained ankle), but is not an emergency. Urgent care is covered in an urgent care center or in your physician's office.

**For urgent care**, you may receive In-Network or Out-of-Network Benefits. If you visit an In-Network doctor or urgent care center, you pay a Copayment. If you visit an Out-of-Network doctor or urgent care center, you pay a Deductible and Coinsurance.

## Maternity Care and Infertility Treatment

### *If You Are Having a Baby*

- You pay a Deductible and Coinsurance for maternity and newborn care when you use Network Providers. This includes routine tests related to pregnancy, obstetrical care in the Hospital or birthing center, as well as routine newborn nursery care; and
- For Out-of-Network maternity services, you pay the Deductible, Coinsurance and any amount above the Allowed Amount. Empire's reimbursements for maternity services may be consolidated in up to three installments, as follows:
  - Two payments for prenatal care, and
  - One payment for delivery and post-natal care.

### *What's Covered*

Covered Services are listed in the **Schedule of Benefits** starting on page 23. The following are additional Covered Services and limitations:

- One home care visit if the mother leaves earlier than the 48-hour (or 96-hour) limit. The mother must request the visit from the Hospital or a home health care agency within this time frame. The visit will take place within 24 hours after the later of (a) the discharge or (b) the time of the request;
- Services of a certified nurse-midwife affiliated with a licensed Facility if such services are provided under the direction of a physician;
- Parent education, and assistance and training in breast or bottle feeding, if available;
- Circumcision of newborn males;
- Special care for the baby if the baby stays in the Hospital longer than the mother; and
- Semi-private room.

### *What's Not Covered*

These maternity care services are not covered:

- Days in Hospital that are not Medically Necessary (beyond the 48-hour/96-hour limits);
- Services that are not Medically Necessary;
- Private room;
- Out-of-Network birthing center Facilities; and
- Private duty nursing.

### *Newborns' and Mothers' Health Protection Act of 1996*

In accordance with Federal law, the Fund does not restrict benefits for any Hospital length of stay in connection with childbirth for the mother or newborn Child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending Provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, the Fund does not require that a Provider obtain authorization for prescribing a length of stay not in excess of 48 hours (or 96 hours as applicable).

### *Infertility Treatment*

Infertility means the inability of a couple to achieve a pregnancy after 12 months of unprotected intercourse. The following are Covered Services and limitations that include medical and surgical procedures, such as:

- Artificial insemination;
- Intrauterine insemination; and
- Dilation and curettage ("D&C"), including any required inpatient or outpatient Hospital care that would correct malformation, disease or dysfunction resulting in infertility; and services in relation to diagnostic tests and procedures necessary to determine infertility; or
- In connection with any surgical or medical procedures to diagnose or treat infertility. The diagnostic tests and procedures covered are:
  - Hysterosalpingogram,
  - Hysteroscopy,
  - Endometrial biopsy,
  - Laparoscopy,
  - Sono-hysterogram,
  - Post-coital tests,
  - Testis biopsy,
  - Semen analysis,

- Blood tests,
- Ultrasound, and
- Other Medically Necessary diagnostic tests and procedures, unless excluded by law.

Services must be Medically Necessary and must be received from eligible Providers as determined by Empire. In general, an eligible Provider is a health care Provider who meets the required training, experience and other standards established and adopted by the American Society for Reproductive Medicine for the performance of procedures and treatments for the diagnosis and treatment of infertility.

Prescription drugs approved by the FDA specifically for the diagnosis and treatment of infertility, which are not related to any excluded services, may be covered under the Fund's prescription drug benefits. See the **Prescription Drug Benefits** section starting on page 66 for more information.

### *What's Not Covered*

Empire will not cover any services related to or in connection with:

- In-vitro fertilization;
- Gamete intra-fallopian transfer ("GIFT");
- Zygote intra-fallopian transfer ("ZIFT");
- Reversal of elective sterilizations, including vasectomies and tubal ligations;
- Cloning; or
- Medical or surgical services or procedures that are experimental to diagnose or treat infertility if Empire determines, in Empire's sole judgment, that the service was not Medically Necessary.

## Hospital Services

### *If You Visit the Hospital*

The Fund covers most of the cost of your Medically Necessary care when you stay at a Network Hospital for surgery or treatment of Illness or Injury, subject to the requirement that you pay the In-Network Deductible and Coinsurance. When you use an Out-of-Network Hospital or Facility, you pay the Out-of-Network Deductible and Coinsurance, plus any amount above Empire's Allowed Amount.

You are also covered for same-day (outpatient or ambulatory) Hospital services, such as chemotherapy, radiation therapy, cardiac rehabilitation and kidney dialysis. Same-day surgical services or invasive diagnostic procedures are covered when they:

- Are performed in a same-day or Hospital outpatient surgical Facility;
- Require the use of both surgical operating and postoperative recovery rooms;
- May require either local or general anesthesia;
- Do not require inpatient Hospital admission because it is not appropriate or Medically Necessary; and

- Would justify an inpatient Hospital admission in the absence of a Same-Day Surgery program.

Please refer to the **Health Management** section for precertification requirements.

When you use a Network Hospital, you will not need to file a claim in most cases. When you use an Out-of-Network Hospital, you may need to file a claim.

### *Pre-Surgical Testing*

Benefits are available for pre-surgical testing on an outpatient basis when performed at the Hospital where the surgery is scheduled to take place, if:

- Reservations for a Hospital bed and an operating room at that Hospital have been made prior to performance of the tests;
- Your doctor has ordered the tests; and
- Proper diagnosis and treatment require the tests.

The surgery must take place within seven days after these tests. If surgery is canceled because of these pre-surgical test findings or as a result of a voluntary second opinion on surgery, the Fund will still cover the cost of these tests, but they will not be covered when the surgery is canceled for any other reason.

## Inpatient and Outpatient Hospital Care

### *What's Covered*

Covered Services are listed in the **Schedule of Benefits** starting on page 23. The following are additional Covered Services and limitations for both inpatient and outpatient (same-day) care:

- Diagnostic X-rays and lab tests, and other diagnostic tests such as EKGs, EEGs or endoscopies;
- Oxygen and other inhalation therapeutic services and supplies and anesthesia (including equipment for administration);
- Anesthesiologist, including one consultation before surgery and services during and after surgery;
- Blood and blood derivatives for emergency care, Same-Day Surgery, or Medically Necessary conditions, such as treatment for hemophilia; and
- MRIs/MRAs, PET/CAT scans and nuclear cardiology services.

## Inpatient Hospital Care

### *What's Covered*

Following are additional Covered Services for inpatient care:

- Semi-private room and board when
  - The patient is under the care of a physician, and

- A Hospital stay is Medically Necessary;
- Coverage is for unlimited days, unless otherwise specified;
- Operating and recovery rooms;
- Special diet and nutritional services while in the Hospital;
- Cardiac care unit;
- Services of a licensed physician or surgeon employed by the Hospital;
- Care related to surgery;
- Breast cancer surgery (lumpectomy, mastectomy), including:
  - Reconstruction following surgery,
  - Surgery on the other breast to produce a symmetrical appearance,
  - Prostheses, and
  - Treatment of physical complications at any stage of a mastectomy, including lymphedemas.
  - The patient has the right to decide, in consultation with the physician, the length of Hospital stay following mastectomy surgery.
- Bariatric Surgery
  - Based on Medical Necessity and medical policy.
- Use of cardiographic equipment;
- Drugs, dressings and other Medically Necessary supplies;
- Social, psychological and pastoral services;
- Reconstructive surgery associated with Injuries unrelated to cosmetic surgery;
- Reconstructive surgery for a functional defect which is present from birth;
- Physical, occupational, speech and vision therapy including Facilities, services, supplies and equipment; and
- Facilities, services, supplies and equipment related to Medically Necessary medical care.

Please refer to the **Health Management** section for precertification requirements.

### ***Women's Health and Cancer Rights Act of 1998***

If you receive benefits in connection with a mastectomy and you elect breast reconstruction in connection with such mastectomy, the Fund provides coverage for:

- Reconstruction of the breast on which the mastectomy has been performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- Prostheses and treatment of physical complications at all stages of mastectomy, including lymphedemas.

The coverage described above will be provided in a manner determined in consultation with the

attending physician and the patient. This coverage is subject to all coverage terms and limitations (for example, Deductibles and Coinsurance) consistent with those established for other benefits under the Fund.

## Outpatient Hospital Care

### *What's Covered*

The following are additional Covered Services for same-day care:

- Same-day and Hospital outpatient surgical Facilities;
- Surgeons;
- Surgical assistant if:
  - None is available in the Hospital or Facility where the surgery is performed, and
  - The surgical assistant is not a Hospital employee;
- Chemotherapy and radiation therapy, including medications, in a Hospital outpatient department, doctor's office or Facility. Medications that are part of outpatient Hospital treatment are covered if they are prescribed by the Hospital and filled by the Hospital pharmacy; and
- Kidney dialysis treatment (including hemodialysis and peritoneal dialysis) is covered in the following settings until the patient becomes eligible for end-stage renal disease dialysis benefits under Medicare and its 30-month coordination period has expired:
  - At home, when provided, supervised and arranged by a physician and the patient has registered with an approved kidney disease treatment center (professional assistance to perform dialysis and any furniture, electrical, plumbing or other fixtures needed in the home to permit home dialysis treatment are not covered), and
  - In a Hospital-based or free-standing Facility. See "Hospital/Facility" in the Glossary section.

Please refer to the **Health Management** section for precertification requirements.

## Inpatient Hospital Care

### *What's Not Covered*

These inpatient services are not covered:

- Private duty nursing;
- Private room. If you use a private room, you must pay the difference between the cost for the private room and the Hospital's average charge for a semiprivate room. The additional cost cannot be applied to your Deductible or Coinsurance;
- Diagnostic inpatient stays, unless connected with specific symptoms that if not treated on an inpatient basis could result in serious bodily harm or risk to life;
- Services performed in the following:



- Nursing or convalescent homes;
- Institutions primarily for rest or for the aged;
- Rehabilitation Facilities (except for physical therapy);
- Spas;
- Sanitariums;
- Infirmaries at schools, colleges or camps;
- Any part of a Hospital stay that is primarily custodial;
- Elective cosmetic surgery or any related complications; and
- Hospital services received in clinic settings that do not meet Empire's definition of a Hospital or other covered Facility. See "Hospital/Facility" in the Glossary section.

## Outpatient Hospital Care

### *What's Not Covered*

These outpatient services are not covered:

- Same-Day Surgery not precertified as Medically Necessary by Empire's Medical Management Program; and
- Routine medical care including but not limited to:
  - Inoculation or vaccination,
  - Drug administration or injection, excluding chemotherapy, and
  - Collection or storage of your own blood, blood products, semen or bone marrow.

## Durable Medical Equipment and Supplies

The Fund covers the cost of Medically Necessary prosthetics, orthotics and durable medical equipment from network suppliers only. In-Network Benefits and Plan maximums are shown in the **Schedule of Benefits** starting on page 23. Out-of-Network Benefits are not available.

An Empire network supplier may not bill you for Covered Services. If you receive a bill from one of these Providers, contact Empire's Member Services at 844-416-6387.

Disposable medical supplies, such as syringes, are covered up to the Maximum Allowed Amount whether you obtain them In- or Out-of-Network.

Coverage for enteral formulas or other dietary supplements for certain severe conditions is available both In- and Out-of-Network.

### *What's Covered*

Covered Services are listed in the **Schedule of Benefits** starting on page 23. The following are

additional Covered Services and limitations:

- Prosthetics, orthotics and durable medical equipment from network suppliers, including:
  - Artificial arms, legs, eyes, ears, nose, larynx and external breast prostheses,
  - Prescription lenses, if organic lens is lacking,
  - Supportive devices essential to the use of an artificial limb,
  - Corrective braces,
  - Wheelchairs, Hospital-type beds, oxygen equipment, sleep apnea monitors;
- Rental (or purchase when more economical) of Medically Necessary durable medical equipment;
- Replacement of covered medical equipment because of wear, damage or change in patient's need, when ordered by a physician;
- Reasonable cost of repairs and maintenance for covered medical equipment;
- Enteral formulas with a written order from a physician or other licensed health care Provider. The order must state that:
  - The formula is Medically Necessary and effective, and
  - Without the formula, the patient would become malnourished, suffer from serious physical disorders or die; and
- Modified solid food products for the treatment of certain inherited diseases. A physician or other licensed healthcare Provider must provide a written order.

Please refer to the **Health Management** section for precertification requirements.

### *What's Not Covered*

The following types of equipment are not covered:

- Air conditioners or purifiers;
- Humidifiers or dehumidifiers;
- Exercise equipment;
- Swimming pools;
- False teeth; and
- Hearing aids.

## Skilled Nursing and Hospice Care

Benefits are available for Network Facilities only. Benefits and Plan maximums are shown in the **Schedule of Benefits** starting on page 23.

Please refer to the **Health Management** section for precertification requirements.

## Skilled Nursing Care

### *What's Covered*

You are covered for inpatient care in a Network skilled nursing Facility if you need medical care, nursing care or rehabilitation services. The number of covered days is listed in the **Schedule of Benefits** starting on page 23. Prior hospitalization is not required in order to be eligible for benefits. Services are covered if:

- The doctor provides:
  - A referral and written treatment plan,
  - A projected length of stay,
  - An explanation of the services the patient needs, and
  - The intended benefits of care; and
- Care is under the direct supervision of a physician, registered nurse ("RN"), physical therapist, or other healthcare professional.

### *What's Not Covered*

The following skilled nursing care services are not covered:

- Skilled nursing Facility care that primarily:
  - Gives assistance with daily living activities,
  - Is for rest or for the aged,
  - Treats drug addiction or alcoholism,
  - Convalescent care,
  - Sanitarium-type care, and
  - Rest cures.

## Hospice Care

The Fund covers up to 210 days of hospice care once in a covered person's lifetime. Hospices provide medical and supportive care to patients who have been certified by their physician as having a life expectancy of 12 months or less. Hospice care can be provided in a hospice, in the hospice area of a Network Hospital, or at home, as long as it is provided by a Network hospice agency.

### *What's Covered*

Covered Services are listed in the **Schedule of Benefits** starting on page 23. The following are additional Covered Services and limitations:

- Hospice care services, including:
  - Up to 12 hours of intermittent care each day by an RN or licensed practical nurse ("LPN"),

- Medical care given by the hospice doctor,
- Drugs and medications prescribed by the patient's doctor that are not experimental and are approved for use by the most recent Physicians' Desk Reference,
- Physical, occupational, speech and respiratory therapy when required for control of symptoms,
- Laboratory tests, X-rays, chemotherapy and radiation therapy,
- Social and counseling services for the patient's family, including bereavement counseling visits until one year after death,
- Transportation for the patient between home and Hospital or hospice when Medically Necessary,
- Medical supplies and rental of durable medical equipment, and
- Up to 14 hours of respite care in any week.

## Home Health Care

Home health care can be an alternative to an extended stay in a Hospital or a skilled nursing Facility. You receive coverage only when you use a Network Provider. Benefits and Plan maximums are shown in the **Schedule of Benefits** starting on page 23.

Home infusion therapy, a service sometimes provided during home health care visits, is only available In-Network. An Empire Network home health care agency or home infusion supplier cannot bill you for Covered Services. If you receive a bill from one of these Providers, contact Empire's Member Services at 844-416-6387.

### *What's Covered*

Covered Services are listed in the **Schedule of Benefits** starting on page 23. The following are additional Covered Services and limitations:

- Up to 200 home health care visits per year, In-Network. A visit is defined as up to four hours of care. Care can be given for up to 12 hours per day (three visits). Your physician must certify home health care as Medically Necessary and approve a written treatment plan; and
- Home health care services include:
  - Part-time services by an RN or LPN,
  - Part-time home health aide services (skilled nursing care),
  - Physical, speech or occupational therapy, if restorative,
  - Medications, medical equipment and supplies prescribed by a doctor, and
  - Laboratory tests.

### *What's Not Covered*

The following home health care services are not covered:

- Custodial services, including bathing, feeding, changing or other services that do not require skilled care; and
- Out-of-Network home health care visits and home infusion therapy.

## Physical, Occupational, Speech or Vision Therapy

Outpatient and inpatient physical therapy, occupational, speech and vision therapy services are available In-Network only. Please refer to the **Health Management** section for precertification requirements.

### *What's Covered*

Covered services are listed in the **Schedule of Benefits** starting on page 23. The following are additional Covered Services and limitations:

- Physical therapy, physical medicine or rehabilitation services, or any combination of these on an inpatient or outpatient basis up to the Plan maximums if:
  - Prescribed by a physician, and
  - Designed to improve or restore physical functioning within a reasonable period of time.

Outpatient care must be given at home, in a therapist's office or in an outpatient Facility by a Network Provider; inpatient therapy must be short-term. Speech or vision therapy must be provided by a licensed speech/language pathologist or audiologist.

### *What's Not Covered*

The following therapy services are not covered:

- Therapy to maintain or prevent deterioration of the patient's current physical abilities; and
- Tests, evaluations or diagnoses received within the 12 months prior to the doctor's referral or order for occupational, speech or vision therapy.

## Behavioral Healthcare and Substance Abuse

The Fund provides In-Network and Out-of-Network benefits for: inpatient and outpatient treatment for alcohol or substance abuse, inpatient detoxification, inpatient alcohol and substance abuse rehabilitation in a Facility, and inpatient and outpatient Mental health care.

## Members Education and Network for Dependency ("MEND") Program

If you wish to obtain access to confidential treatment for alcohol or substance abuse, contact the MEND Program by phone at (212) 366-7590 or by email at **MEND@nyccbf.org**. MEND is located at 395 Hudson Street, 5th Floor, New York, NY 10014.

MEND handles all level of care determinations, authorizations, utilization reviews, and case management services. Please refer to the Grievances and Appeals for Claims Administered by Empire Section on page 101 for an explanation of your appeal rights.

## Mental Health Care

### *What's Covered*

In addition to the services listed in the **Schedule of Benefits** starting on page 23, the following mental health care services are covered:

- Electroconvulsive therapy for treatment of mental or behavioral disorders, if precertified by Empire BlueCross BlueShield;
- Care from psychiatrists, psychologists or licensed clinical social workers, providing psychiatric or psychological services within the scope of their practice, including the diagnosis and treatment of mental and behavioral disorders. Social workers must be licensed by the New York State Education Department or a comparable organization in another state, and have three years of post-degree supervised experience in psychotherapy and an additional three years of post-licensure supervised experience in psychotherapy; and
- Treatment in a New York State Health Department-designated Comprehensive Care Center for Eating Disorders.

### *What's Not Covered*

The following mental health care services are not covered:

- Care that is not Medically Necessary.

## Treatment for Alcohol or Substance Abuse

### *What's Covered*

In addition to the services listed in the **Schedule of Benefits** starting on page 23, the following services are covered:

- Family counseling services at an outpatient treatment Facility. These can take place before the patient's treatment begins. Any covered family member may receive Medically Necessary counseling visits; and
- Out-of-Network outpatient treatment at a Facility that:
  - Has New York State certification from the Office of Alcoholism and Substance Abuse Services, or
  - Is approved by the Joint Commission on the Accreditation of Health Care Organizations if out of state. The program must offer services appropriate to the patient's diagnosis.

### *What's Not Covered*

The following alcohol and substance abuse treatment services are not covered:

- Out-of-Network outpatient alcohol or substance abuse treatment at a Facility that does not meet Empire's certification requirements as stated above; and
- Care that is not Medically Necessary.

## Exclusions and Limitations

### Exclusions

In addition to services mentioned under What's Not Covered in the prior sections, the Fund's Medical/Hospital Benefits do not cover the following:

#### *Dental Services*

Dental services, including but not limited to:

- Cavities and extractions;
- Care of gums;
- Bones supporting the teeth or periodontal abscess;
- Orthodontia;
- False teeth;
- Treatment of TMJ that is dental in nature; and
- Orthognathic surgery that is dental in nature.

However, the Fund's Medical/Hospital Benefits do cover:

- Surgical removal of impacted teeth; and
- Treatment of sound natural teeth injured by accident if treated within 12 months of the Injury.

While Dental Services are excluded from the Fund's Hospital/ Medical Benefits through Empire, the Fund provides dental coverage through ASO/SIDS (if elected by your Employer); see the **Dental Benefits** section starting on page 78 for more information.

#### *Experimental/Investigational Treatments*

- Technology, treatments, procedures, drugs, biological products or medical devices that in Empire's judgment are:
  - Experimental or investigative, or
  - Obsolete or ineffective;
- Any hospitalization in connection with experimental or investigational treatments. "Experimental" or "investigative" means that, for the particular diagnosis or treatment of the covered person's condition, the treatment is:
  - Not of proven benefit, or
  - Not generally recognized by the medical community (as reflected in published medical literature); and
- Government approval of a specific technology or treatment does not necessarily prove that it is appropriate or effective for a particular diagnosis or treatment of a covered person's condition.

Empire may require that any or all of the following criteria be met to determine whether a technology, treatment, procedure, biological product, medical device or drug is not experimental, investigative, obsolete or ineffective:

- There is final market approval by the U.S. Food and Drug Administration (“FDA”) for the patient’s particular diagnosis or condition, except for certain drugs prescribed for the treatment of cancer. Once the FDA approves use of a medical device, drug or biological product for a particular diagnosis or condition, use for another diagnosis or condition may require that additional criteria be met,
- Published peer review medical literature must conclude that the technology has a definite positive effect on health outcomes,
- Published evidence must show that over time the treatment improves health outcomes (i.e., the beneficial effects outweigh any harmful effects), and
- Published proof must show that the treatment at the least improves health outcomes or that it can be used in appropriate medical situations where the established treatment cannot be used. Published proof must show that the treatment improves health outcomes in standard medical practice, not just in an experimental laboratory setting.

### ***Gene Therapy***

- Any and all charges for, or related to, gene therapy treatments, irrespective of whether those therapies have received approval from the FDA, or are considered experimental or investigational, are excluded from coverage. For example, this exclusion applies to Chimeric Antigen Receptor T-Cell (“CAR-T”) Therapies such as Kymriah and Yescarta, as well as Luxturna and Zolgensma, and to all other gene therapies that become available.

### ***Government Services***

- Services covered under government programs, except Medicaid or where otherwise noted; and
- Government Hospital services, except:
  - Specific services covered in a special agreement between Empire and a government Hospital, and
  - United States Veterans’ Administration or Department of Defense Hospitals, except services in connection with a service-related disability. In an emergency, Empire will provide benefits until the government Hospital can safely transfer the patient to a Participating Hospital.

### ***Home Care***

- Services performed at home, except for those services specifically noted elsewhere in this SPD as available either at home or as an emergency.

### ***Inappropriate Billing***

- Services usually given without charge, even if charges are billed; and
- Services performed by Hospital or institutional staff that are billed separately from other Hospital or institutional services, except as specified.



### *Medically Unnecessary Services*

- Services, treatment or supplies not Medically Necessary in Empire's judgment. See Glossary section for more information.

### *Prescription Drugs*

- All prescription drugs and over-the-counter drugs, self-administered injectables, vitamins, appetite suppressants, oral contraceptives, injectable contraceptives, contraceptive patches and diaphragms or any other type of medication, unless specifically indicated. (While Prescription Drugs are excluded from the Fund's Hospital/Medical Benefits through Empire, the Fund provides Prescription Drug coverage through Express Scripts. Please see the **Prescription Drug Benefits** section starting on page 66 for more information.)

### *Sterilization/Reproductive Technologies*

- Reversal of sterilization; and
- Assisted reproductive technologies including but not limited to:
  - In-vitro fertilization,
  - Gamete and zygote intrafallopian tube transfer, and
  - Intracytoplasmic sperm injection.

### *Travel*

- Travel, even if associated with treatment and recommended by a doctor.

### *Vision*

- Eyeglasses, contact lenses, and the examination for their fitting except following cataract surgery, unless specifically indicated. (While Vision Services are excluded from the Fund's Hospital/Medical Benefits through Empire, the Fund provides Vision Benefits (if elected by your Employer) through CPS/GVS; see page 88 for information about the Vision Benefits).

### *War*

- Services for Illness or Injury received as a result of war.

### *Workers' Compensation*

- Services covered under Workers' Compensation, no-fault automobile insurance and/or services covered by similar statutory programs.

## Limitation as Independent Contractor

The relationship between Empire and Hospitals, Facilities or Providers is that of independent contractors. Nothing in this or any other document shall be deemed to create between the Fund and Empire, on one hand, and any Hospital, Facility or Provider (or agent or employee thereof), on the other hand, the relationship of employer and employee or of principal and agent. Neither the Fund nor Empire will be liable in any lawsuit, claim or demand for damages incurred or Injuries that you may sustain resulting from care received either in a Hospital/Facility or from a Provider.

## HEALTH MANAGEMENT

### Empire's Medical Management Program

Managing your health includes obtaining the information you need to make informed decisions and making sure you get the maximum benefits available under the Fund. To this end, Empire's Medical Management Program precertifies Hospital admissions and certain treatments and procedures to ensure that you receive the highest quality of care for the right length of time, in the right setting and with the maximum available coverage.

Empire's Medical Management Program works with you and your Provider to confirm the medical necessity of services and help you make sound health care decisions.

You may contact Empire's Medical Management program by calling Empire's Member Services at 844-416-6387 or the telephone number located on the back of your identification card.

### How Empire's Medical Management Program Helps You

To ensure that you receive the maximum coverage available to you, Empire's Medical Management Program:

- Reviews all planned and emergency Hospital admissions;
- Reviews ongoing hospitalization;
- Performs case management;
- Coordinates discharge planning;
- Coordinates purchase and replacement of durable medical equipment, prosthetics and orthotic requirements;
- Reviews inpatient and **Ambulatory Surgery**;
- Reviews high-risk maternity admissions; and
- Reviews care in a hospice or skilled nursing or other Facility.

All other services will be subject to retrospective review by Empire's Medical Management team to determine medical necessity.

**The following health care services must be precertified with Empire's Medical Management Program.**

#### FOR ALL HOSPITAL ADMISSIONS

- At least two weeks prior to any planned surgery or Hospital admission;
- Within 48 hours of an emergency Hospital admission, or as soon as reasonably possible;
- Of newborns for Illness or Injury; and
- Before you are admitted to a rehabilitation Facility or a skilled nursing Facility.

#### BEFORE YOU RECEIVE/USE

- Inpatient Mental Health Care, Substance Abuse Care, and Alcohol Detoxification;
- Partial Hospital Programs, Intensive Outpatient Programs for Mental Health Care and Substance Abuse Care;
- Occupational, physical, speech and vision therapy;
- Outpatient/Ambulatory Surgical Treatments (Certain outpatient services require precertification. Before you schedule a procedure, your provider should contact Empire's Medical Management at 844-416-6387 to check precertification requirements. Failure to precertify may result in a penalty and/or denial of the claim if the service is not deemed to be medically necessary.);
- High tech radiology services: MRI, MRA, PET, CAT, CTA, MRS, CT/PET, SPECT, ECHO Cardiology, Nuclear Technology services;
- Diagnostics;
- Durable medical equipment, prosthetics, orthotics; and
- Air ambulance.

## If Services Are Not Precertified

If you precertify services as needed, you will receive maximum benefits. Otherwise, benefits may be reduced by 50% up to \$2,500 for each admission, treatment or procedure. This benefit reduction also applies to certain Same-Day Surgery and professional services rendered during an inpatient admission. If the admission or procedure is not Medically Necessary, no benefits will be paid. In addition, any out-of-pocket amount that you pay due to a failure to precertify does not count in reaching your out-of-pocket annual limit.

## Initial Decisions

The following time frames apply to Empire's processing of precertification, concurrent and retrospective review of requests for services.

- **Precertification Requests.** Precertification means that Empire's Medical Management Program

must be contacted for approval before you receive certain health care services. Empire will review all non-urgent requests for precertification within 15 calendar days from the receipt of the request. If Empire does not have enough information to make a decision within 15 calendar days, a clinical denial of coverage is rendered. The denial letter will tell you how to appeal the decision.

- **Urgent Precertification Requests.** If the need for the service is urgent, Empire will render a decision as soon as possible, taking into account the medical circumstances, but in any event within 72 hours of Empire's receipt of the request. If the request is urgent and Empire requires further information to make a decision, Empire will notify you within 24 hours of receipt of the request and you and your Provider will have 48 hours to respond. Empire will make a decision within 48 hours of its receipt of the requested information, or if no response is received, within 48 hours after the deadline for a response.
- **Concurrent Requests.** Concurrent review means that Empire reviews your ongoing care during your treatment or Hospital stay to ensure you get the right care in the right setting and for the right length of time. When the request to continue care is received at least 24 hours before the last approved day, Empire will complete all concurrent reviews of services within 24 hours of its receipt of the request.
- **Retrospective Requests.** Retrospective review is conducted after you receive medical services. Empire will complete all retrospective reviews of services already provided within 30 calendar days of its receipt of the claim. If Empire does not have enough information to make a decision within 30 calendar days, a clinical denial of coverage is rendered. The denial letter will tell you how to appeal the decision.

If Empire's Medical Management Program does not meet the above time frames, the failure should be considered a denial. You or your doctor may immediately appeal.

## If a Claim Is Denied

All denials of benefits for lack of medical necessity will be rendered by qualified medical personnel. If a claim is denied for lack of medical necessity, or because the service has been determined to be experimental or investigational, Empire's Medical Management Program will notify you and your doctor of the reasons for the denial. You will have the right to appeal. (See the **Grievances and Appeals** section for more information.)

If Empire's Medical Management Program denies benefits for care or services without discussing the decision with your doctor, your doctor may ask Empire's Medical Management Program to reconsider its decision. A response will be provided by phone and in writing within one business day of making a decision.

## New Medical Technology

### *Requesting Coverage*

Empire uses a committee of Empire Medical Directors, who are doctors and Participating Network Physicians, to continuously evaluate new medical technology that has not yet been designated as a covered service. To request certification of a new medical technology before beginning treatment,

your Provider must contact Empire's Medical Management Program. The Provider will be asked to do the following:

- Provide full supporting documentation about the new medical technology;
- Explain how standard medical treatment has been ineffective or would be medically inappropriate; and
- Provide scientific peer reviewed literature that supports the effectiveness of this particular technology. The literature must not be in the form of an abstract or individual case study.

Empire will evaluate the proposal in light of the Fund's rules and Empire's current medical policy. Empire will then review the proposal, taking into account relevant medical literature, including current peer review articles and reviews. Empire may use outside consultants, if necessary. If the request is complicated, Empire may refer your proposal to a multi-specialty team of physicians or to a national ombudsman program designed to review such proposals. Empire will send all decisions to the participant and/or Provider.

### *Case Management*

The Medical Management Program's Case Management staff provides assistance and support when you or a family member faces a chronic or catastrophic Illness or Injury. Empire's nurses can help you and your family:

- Find appropriate, cost-effective healthcare options;
- Reduce medical cost; and
- Assure quality medical care.

A Case Manager serves as a single source for the patient, the Provider, and the Fund – assuring that the treatment, level of care, and Facility are appropriate for your needs. For example, Case Management can help with cases such as:

- Cancer;
- Stroke;
- AIDS;
- Chronic Illness;
- Hemophilia; and
- Spinal cord and other traumatic Injuries.

Assistance from Case Management is evaluated and provided on a case-by-case basis. In some situations, Empire's Medical Management Program staff will initiate a review of a patient's health status and the attending doctor's plan of care. They may determine that a level of benefits not necessarily provided by the Fund is desirable, appropriate and cost-effective. For Case Management assistance following an Illness or surgery, contact Empire's Medical Management Program at 844-416-6387.

## ***Residential Treatment Program***

The Fund provides coverage for treatment in Residential Treatment Programs as explained below.

Residential treatment is specialized treatment that occurs in a residential treatment center. These facilities are typically designated residential, subacute or intermediate care facilities and may occur in care systems that provide multiple levels of care. Residential treatment is 24 hours per day and requires a minimum of one physician visit per week in a Facility-based setting. Wilderness programs are not considered residential treatment programs.

To qualify, your symptoms or condition must meet the diagnostic criteria for a Diagnostic and Statistical Manual of Mental Disorders ("DSM") or International Classification of Diseases ("ICD"). A diagnosis that is consistent with symptoms and the primary focus of treatment is residential treatment center ("RTC") psychiatric care. All services must be Medically Necessary.

## ***Severity of Illness ("SI")***

You must have all of the following to qualify:

- You are manifesting symptoms and behaviors which represent a deterioration from your usual status and include either self-injurious or risk-taking behaviors that risk serious harm and cannot be managed outside of a 24-hour structured setting or other appropriate outpatient setting; AND
- Your social environment is characterized by temporary stressors or limitations that would undermine treatment that could potentially be improved with treatment while you are in the residential Facility; AND
- There should be a reasonable expectation that the Illness, condition or level of functioning will be stabilized and improved and that a short-term, subacute residential treatment service will have a likely benefit on the behaviors/symptoms that required this level of care, and that you will be able to return to outpatient treatment.

## ***Intensity of Service ("IS")***

You must have all of the following to qualify:

- Residential treatment takes place in a structured Facility-based setting. Wilderness programs are not considered residential treatment; AND
- Documentation shows that a blood or urine drug screen was done on admission and during treatment if indicated; AND
- Evaluation by a qualified physician within 48 hours, and physical exam and lab tests unless done prior to admission, and eight-hour on-site nursing (by either an RN or licensed vocational nurse/licensed practical nurse ("LVN/LPN") with 24-hour medical availability to manage medical problems if medical instability is identified as a reason for admission to this level of care; AND
- Within 72 hours, a multidisciplinary assessment with an individualized problem-focused treatment plan completed, addressing psychiatric, academic, social, medical, family and substance use needs; AND
- Coordination of care with other clinicians, such as the outpatient psychiatrist, therapist, and the

Individual's PCP, providing treatment to you, and where indicated, clinicians providing treatment to other family members, is documented; AND

- Treatment would include the following at least once a day and each lasting 60-90 minutes: community/milieu group therapy, group psychotherapy, and activity group therapy; AND
- Skilled nursing care (either an RN or LVN/LPN) available on-site at least eight hours daily with 24-hour availability; AND
- Individual treatment with a qualified physician at least once a week including medication management if indicated; AND
- Individual treatment with a licensed behavioral health clinician at least once a week; AND
- Unless contraindicated, family members participate in development of the treatment plan, and in family program and groups, and receive family therapy at least once a week, including in-person family therapy at least once a month if the Provider is not geographically accessible. For adolescents, this includes weekly individual family therapy, unless clinically contraindicated; AND
- A discharge plan is completed within one week that identifies outpatient Providers and where you will reside; AND
- The treatment is individualized and not determined by a programmatic time frame. It is expected that you will be prepared to receive the majority of your treatment in a community setting; AND
- Medication evaluation and documented rationale if no medication is prescribed.

### *Continued Stay Criteria ("CS")*

You must continue to meet "SI/IS" Criteria and have the following to qualify:

- SI criteria are still met and likelihood of benefit and return to outpatient ("OP") treatment is shown by adherence to the treatment plan and recommendations by you and by progress in treatment; if progress is not occurring, then the treatment plan is being amended in a timely and medically appropriate manner with treatment goals still achievable.

### *Not Medically Necessary*

Residential treatment center psychiatric care is considered not Medically Necessary when the above criteria are not met.

## REIMBURSEMENT FOR COVERED SERVICES

### Allowed Amount

This section describes how Empire determines the amount of reimbursement for Covered Services. Reimbursement for services rendered by In-Network and Out-of-Network Providers is based on the Allowed Amount for the Covered Service that you receive. Please see the BlueCross and BlueShield Association BlueCard Program section for additional information regarding services received outside of Empire's service area. Note that the terms "Allowed Amount" and "Maximum Allowed Amount" may be used interchangeably.



The Allowed Amount or the Maximum Allowed Amount is the maximum amount of reimbursement Empire will pay for services and supplies:

- that meet the definition of Covered Services, to the extent such services and supplies are covered;
- that are Medically Necessary; and
- that are provided in accordance with all applicable preauthorization, Medical Management Programs or other applicable requirements.

You will be required to pay a portion of the Allowed Amount to the extent you have not met your Deductible or have a Copayment or Coinsurance. In addition, when you receive Covered Services from an Out-of-Network Provider, you will be responsible for any difference between the Allowed Amount and the Provider's actual charges. This amount can be significant.

When you receive Covered Services from a Provider, Empire will, to the extent applicable, apply claim processing rules to the claim submitted for those Covered Services. These rules evaluate the claim information and determine, among other things, the appropriateness of the procedure and diagnosis codes included in the claim. Applying these rules may affect the determination of the Allowed Amount. Empire's application of these rules does not mean that the Covered Services you received were not Medically Necessary. It means Empire has determined that the claim submitted was inconsistent with procedure coding rules and/or its reimbursement policies. For example, your Provider may have submitted the claim using several procedure codes when there is a single procedure code that includes all of the procedures that were performed. When this occurs, the Allowed Amount will be based on the single procedure code rather than a separate Allowed Amount for each billed code.

Likewise, when multiple procedures are performed on the same day by the same Provider or other healthcare professional, Empire may reduce the Allowed Amounts for those secondary and subsequent procedures because reimbursement at 100% of the Allowed Amount for those procedures would represent duplicative payment for components of the primary procedure that may be considered incidental or inclusive.

## Network Status

The Allowed Amount will vary depending upon whether the Provider/Hospital/Facility is In-Network or Out-of-Network.

For Covered Services performed by an In-Network Provider/Hospital/Facility, the Allowed Amount is the rate the Provider/Hospital/Facility has agreed with Empire to accept as reimbursement for the Covered Services. Because In-Network Providers/Hospitals/Facilities have agreed to accept the Allowed Amount as payment in full for that service, they should not bill you or seek to collect amounts above the Allowed Amount. However, you may be billed or be asked to pay all or a portion of the Allowed Amount to the extent that you have not met your Deductible or have a Copayment or Coinsurance. Please call Customer Service for help in finding an In-Network Provider/Hospital/Facility or visit **[www.empireblue.com](http://www.empireblue.com)**.

Providers/Hospitals/Facilities who have not signed any contract with Empire and are not in any



of Empire's networks are Out-of-Network, subject to BlueCross and BlueShield Association rules governing claims filed by certain ancillary Providers.

The Allowed Amount for Covered Services from an Out-of-Network Provider is the lesser of the Out-of-Network Provider's charge or 250% of the reimbursement rate used by the Centers for Medicare and Medicaid Services ("CMS"), unadjusted for geographic locality, for the same services or supplies. Such reimbursement amounts will be updated no less than annually.

If there is no reimbursement rate used by CMS for Covered Services that you receive from an Out-of-Network Provider, the Allowed Amount is the lesser of the Out-of-Network Provider's charge or Empire's Out-of-Network Provider fee schedule/rate which has been developed by reference to one or more of several sources, including the following:

- Amounts based on Empire's In-Network Provider fee schedule/rate;
- Amounts based on charge, cost reimbursement or utilization data; or
- Amounts based on information provided by a third-party vendor, which may reflect one or more of the following factors: i) the complexity or severity of treatment; ii) level of skill and experience required for the treatment; or iii) comparable Providers' fees and costs to deliver care.

Providers who are not contracted for the Fund, but who are contracted for other plans with Empire, are also considered Out-of-Network. The Allowed Amount for services from these Providers will be based on Empire's Out-of-Network Provider fee schedule/rate as described above unless the contract between Empire and that Provider specifies a different amount.

The Allowed Amount for Covered Services from an Out-of-Network Hospital or Facility will be the average amounts paid by Empire for comparable services to Empire's Participating Hospitals/Facilities in the same county. If there are no like-kind Participating Hospitals/Facilities in the same county, then the Allowed Amount will be the average of amounts paid by Empire for comparable services to like-kind Participating Hospitals/Facilities in the contiguous county or counties.

Unlike In-Network Providers/Hospitals/Facilities, Out-of-Network Providers/Hospitals/Facilities may bill you and seek to collect the amount of the Provider's/Hospital's/Facility's charge that exceeds the Allowed Amount. Out-of-Network Providers/Hospitals/Facilities may sue you to collect the difference between the Allowed Amount and their charges, which can be very significant. You are responsible for paying the difference between the Allowed Amount and the amount the Provider/Hospital/Facility charges. This amount can be significant. The Fund has no responsibility to pay any difference between the Allowed Amount and the amount the Provider/Hospital/Facility charges. Choosing an In-Network Provider/Hospital/Facility will likely lower your out-of-pocket costs. Please call Customer Service for help in finding In-Network Providers/Hospitals/Facilities or visit Empire's website at **www.empireblue.com**.

Customer Service is available to assist you in determining the Allowed Amount for a particular service from an Out-of-Network Provider/Hospital/Facility. In order to assist you, you will need the specific procedure codes and diagnosis codes for the services at issue. You will also need to know the Provider's/Hospital's/Facility's charges to calculate your out-of-pocket responsibility. Although Customer Service can assist you with this pre-service information, the final Allowed Amount for your claim will be based on the actual claim submitted.

## Your Cost Share

You may be required to pay a part of the Allowed Amount as your cost-share amount (for example, Deductible, Copayment and/or Coinsurance) for certain Covered Services.

Your cost-share amount and out-of-pocket maximums may vary depending on whether you received services from an In-Network or an Out-of-Network Provider. Specifically, you may be required to pay higher cost-sharing amounts or may have limits on your benefits when using Out-of-Network Providers. Please see the **Glossary and Schedule of Benefits** chart for your cost-share amounts and limitations or call Customer Service to learn how the Fund's benefits or cost-share amounts may vary by the type of Provider you use.

The Fund does not provide any reimbursement for non-Covered Services. You will be responsible for the total amount billed by your Provider for non-Covered Services regardless of whether such services are performed by an In-Network Provider or an Out-of-Network Provider. Both services specifically excluded and those received after benefits have been exhausted are non-Covered Services. Benefits may be exhausted by exceeding, for example, your benefit caps, or day/visit limits. Note that no Out-of-Network coverage is available for benefits that are listed as In-Network only in this SPD.

In some instances, you may only be asked to pay the lower In-Network cost-sharing amount when you use an Out-of-Network Provider. For example, if you go to an In-Network Hospital or Facility and receive Covered Services from an Out-of-Network Provider such as a radiologist, anesthesiologist or pathologist who is employed by or contracted with an In-Network Hospital or Facility, you will pay the In-Network cost-share amounts for those Covered Services. However, you also may be liable for the difference between the Allowed Amount and the Out-of-Network Provider's charge.

## Authorized Services

In some circumstances, such as where there is no In-Network Provider available for the Covered Service, Empire may authorize the In-Network cost-share amounts (Deductible, Copayment and/or Coinsurance) to apply to a claim for a Covered Service you receive from an Out-of-Network Provider. In such circumstance, you must contact Empire in advance of obtaining the Covered Service. Empire will authorize the In-Network cost-share amounts to apply to a claim for Covered Services if you receive Emergency services from an Out-of-Network Provider consistent with applicable regulations on Emergency Services. If Empire authorizes an Out-of-Network Covered Service so that you are responsible for the In-Network cost share amounts, you may still be liable for the difference between the Allowed Amount and the Out-of-Network Provider's charge. Please contact Customer Service at 844-416-6387 for information or to request authorization.

## LIVEHEALTH ONLINE

### Coverage for Online Visits

**Online visits.** Your coverage includes online physician office visits. Covered Services include a visit

with the physician using the internet via a webcam with online chat or voice functions. Services are provided by board certified, licensed Primary Care Physicians. Online visits are not for specialist care. Common types of diagnoses and conditions treated online are: cough, fever, headaches, sore throat, routine child health issues, influenza, upper respiratory infections, sinusitis, bronchitis and urinary tract infections, when uncomplicated in nature.

**Cost:** The current Copayment for an online visit is \$10 per visit.

**Member Access.** To begin the online visit, log on to **www.livehealthonline.com** and establish an online account by providing basic information about you and the Plan. Before you connect to a doctor, you will be asked to: identify the kind of condition you want to discuss with the doctor, list your local pharmacy, provide information for the credit card you want your cost share for the visit to be billed to, agree to the terms of use, and select an available physician. If you are not in New York State when you seek an online visit, you will need to check whether an online doctor is available in your state because online doctors are not available in every state.

The visit with the physician will not start until you provide the above information and click “connect.” The visit will be documented in an electronic health record. You may access and print your records to provide them to your Primary Care Physician.

**Note about Covered Services.** Online visits are not meant for the following purposes:

- To get reports of normal lab or other test results;
- To request an office appointment;
- To ask billing, insurance coverage or payment questions;
- To ask for a referral to a specialist Doctor;
- To request Preauthorization for a benefit; or
- To ask the Physician to consult with another Physician.

## MSK DIRECT

### Guided Cancer Care and Treatment

The Fund has partnered with Memorial Sloan Kettering to bring you and your family members MSK Direct, a program that offers guided access to expert cancer care from a team of dedicated cancer specialists.

**MSK Direct** ensures access to a dedicated and compassionate team of cancer specialists. When facing cancer, getting the right diagnosis and care plan as early as possible is critical. Through **MSK Direct**, you have access to experienced nurses, social workers, and **MSK Direct** Care Advisors who guide you through the process of seeking care at **MSK**. They can facilitate prompt access to a doctor, including an appointment with an appropriate specialist at **MSK** within two business days of speaking with a representative.

**MSK Direct Care Advisors** help you gather all necessary medical records and meet you at your first

appointment to introduce you to the clinical team that will be handling your treatment.

You and your eligible dependents have access to **MSK Direct** at no additional cost beyond standard Copayments and Deductibles. Your spouse, domestic partner, children, parents, and parents-in-law can all utilize the services offered by **MSK Direct** (subject to health insurance coverage for care at MSK) should they need assistance.

**MSK Direct** is available to you even before you have a confirmed cancer diagnosis. You may contact **MSK Direct** if your doctor has recommended that you see an oncology provider or after a test that indicates a suspicion of cancer. If you have already been diagnosed with cancer, or are in treatment elsewhere, you can contact **MSK Direct** to schedule an appointment for a second opinion. Via **MSK Direct**, you have access to exceptional cancer care.

**MSK Direct** is available through the Fund's **dedicated toll-free MSK Direct phone line at 833-786-3368 from Monday through Friday**. No enrollment is necessary to utilize **MSK Direct**.

## PRESCRIPTION DRUG BENEFITS

### Limitations on Benefits

The following sections describe the Fund's Prescription Drug Benefits. The **Claims and Appeals for Prescription Benefits Administered by Express Scripts, and Your Rights Under the Employee Retirement Income Security Act of 1974** sections, which start on page 109, describe how to appeal a denial of benefits and the Fund's rules requiring that a lawsuit following denial of an appeal must be filed in the United States District Court for the Southern District of New York in New York County, New York within 365 days from the notice of the denial of the appeal.

### How the Prescription Drug Coverage Works

The Fund provides coverage for prescription drugs purchased at participating retail pharmacies or through the mail-order pharmacy, which is mandatory for maintenance medications. Coverage depends on which option you use.

You will receive an ID card when your coverage starts.

Express Scripts administers the Fund's prescription drug benefits and maintains the pharmacy network. The network currently includes Walgreens, CVS, Rite Aid, and other chain stores and independent pharmacies. To find a participating pharmacy near you:

- Visit **[www.express-scripts.com](http://www.express-scripts.com)** and click on "Locate a pharmacy;"
- Call Express Scripts Member Services at 800-939-2091 (available 24-hours a day, seven days a week, except on Christmas Day and Thanksgiving Day).

If you go to an Out-of-Network pharmacy (or if you go to an In-Network pharmacy but do not use your coverage at the time of purchase), you must pay the full cost of the prescription and then file a claim for reimbursement with Express Scripts. The Fund will pay you the discounted amount that would have been paid to a network pharmacy. You are responsible for any difference between the

network discount price and what your pharmacy charged, plus the applicable Copayment. The Fund cannot under any circumstance provide benefits in excess of the network discount price.

Because the difference between the network discount price and what your pharmacy charged can be significant, it is important to use In-Network pharmacies and to have proof of coverage at the time you fill your prescription.

In instances regarding the retroactive enrollment of a participant or eligible dependent with the Fund, prescription drug purchases made from In-Network and Out-of-Network pharmacies prior to any retroactive enrollment must be filed as a claim with Express Scripts. As noted above, payment will be based on the discount amount that would have been paid to an In-Network pharmacy, and not the amount that you were charged. You are responsible for the difference between the In-Network discount price and the amount your pharmacy charged, plus the applicable Copayment. The Fund cannot under any circumstance provide benefits in excess of the In-Network discount price.

Claim forms are available from Express Scripts.

The following table summarizes your prescription drug benefits.

	RETAIL COPAY	MAIL ORDER COPAY
TYPE OF DRUG	Up to a 30-day supply	Up to a 90-day supply
Preventive Medications	Plan pays 100%	Plan pays 100%
Generic	\$15	\$25
Preferred Brand Name	\$25	\$45
Non-Preferred Brand Name	\$40	\$75

To find out if a medication is preferred or non-preferred brand name, contact Express Scripts Member Services at 800-939-2091.

## Out-of-Pocket Maximum Applicable to Your Covered Prescription Drug Expenses

The Fund limits your out-of-pocket expenses for covered services by having an annual out-of-pocket maximum. Once you have reached your annual out-of-pocket maximum, the Plan will begin paying 100% of your covered expenses until the end of the year.

The prescription drug out-of-pocket maximum is currently \$3,000 if you have single coverage and \$7,500 if you have family coverage. The prescription drug out-of-pocket maximum is separate from the out-of-pocket maximum for medical and hospital benefits.

This out-of-pocket maximum is subject to change. In accordance with the ACA, the out-of-pocket maximum limit may be increased each year to account for health care inflation. The Fund will notify you of changes to the out-of-pocket maximums.

Only Copayments for in-network covered expenses will accumulate toward your annual prescription drug out-of-pocket maximum. You are still responsible for any other costs for non-covered expenses, including the difference in cost between a brand-name and a generic drug when you purchase a brand-name drug for which a generic drug is available.

## Preventive Medications Covered at 100%

The Fund covers certain preventive prescription medications at 100%. There is no Copayment for the preventive prescription medications listed below. Express Scripts maintains the list of fully covered preventive medications. To determine whether a medication is on the list or to review the current list, visit **[www.express-scripts.com](http://www.express-scripts.com)** or call Express Scripts Member Services at 800-939-2091.

Here is what is currently covered at \$0 Copayment for preventive services:

- Fluoride Supplements from 6 months of age through five years of age;
- Aspirin for Adults < 80 years old (Generic and OTC Products, < 325mg);
- Folic Acid;
- Smoking Cessation Products;
- Contraceptives for women through age 50;
- Preventive medications for breast cancer for women age 35 and older, including Tamoxifen (generic), Raloxifene (generic), and Soltamox (Tamoxifen liquid) (brand);
- Generic Bowel Prep Agents from age 50 through age 75;
- Vaccines; and
- Vitamin D for ages 65 and older.

## Additional Copayment for Brand-Name Drugs with Generic Equivalents

You pay a lower Copayment for preferred brand-name and generic drugs which help control prescription drug costs. Non-preferred brands cost you and the Fund more.

If you purchase a brand-name drug when a generic is available, you will pay the generic Copayment PLUS the difference in cost between the brand and the generic. Usually this will result in a Copayment greater than the standard Copayment for a non-preferred brand drug. This feature will apply whether you fill the prescription by mail or at a retail pharmacy, and it will apply even if your physician writes the prescription as "Dispense as Written" ("DAW"). If your physician believes you must take the brand-name drug for medical reasons, your physician must request a review by contacting Express Scripts at 800-753-2851.



## Mail-Order Program

If you take a medication on a long-term or continuous basis, you should use the mail-order program. Prescription medications that you take on a long-term or continuous basis are often referred to as maintenance medications and are taken every day for the treatment of a chronic condition, such as diabetes, asthma or high blood pressure. Once you have obtained a maintenance medication three times (the initial fill and two refills) at a retail pharmacy, you will be required to pay the entire cost if you continue to fill it at a retail pharmacy anytime thereafter. To avoid these costs, you should use the mail-order program to refill the prescription, which offers a greater discount on the cost of maintenance medication and a larger supply (90 days) per prescription.

If you fill a 90-day generic prescription through the mail-order program, the Copayment is \$25. If you were to purchase the same amount of that generic medication at a retail pharmacy, it would cost you \$45 because you would have to fill three 30-day prescriptions, each with a \$15 Copayment. Using the mail-order program will save you \$20.

More information about the mail-order program is available from Express Scripts at 800-939-2091 or **[www.express-scripts.com](http://www.express-scripts.com)**.

## Pre-Authorization

You must obtain pre-authorization from Express Scripts for certain prescription drugs. Your physician must call Express Scripts at 800-753-2851 to initiate the pre-authorization process for any of the prescription drugs listed in the table below.

Many of the prescription drugs that require pre-authorization are considered “specialty medications.” Specialty medications are used to treat complex medical conditions, such as anemia, hepatitis C, multiple sclerosis, asthma, growth hormone deficiency and rheumatoid arthritis. Specialty medications are costly, have special storage requirements and often require specialized patient training and coordination of care.

To obtain any specialty medication, you must use Express Scripts’ specialty pharmacy, Accredo Health Group. To reach the specialty pharmacy, call 800-803-2523. Your physician can call the specialty pharmacy directly at 866-759-1557. Be sure to give your doctor your 12-digit Express Scripts member identification number.

In addition, be sure to read the section on page 73 entitled “SaveonSP” which describes a special program for certain specialty drugs which may save you money.

The following is a list of drugs that currently require pre-authorization. Generic forms of the prescription medications listed also require pre-authorization. The list of drugs requiring pre-authorization and those classified as specialty medications is subject to change. Contact Express Scripts at 800-753-2851 for up-to-date information.

## EXAMPLES OF PRESCRIPTION DRUGS THAT REQUIRE PRE-AUTHORIZATION:

DRUG CATEGORY	DRUG NAME
ERYTHROID STIMULANTS	<b>Aranesp</b> (darbepoetin alfa) <b>Epogen</b> (epoetin alpha) <b>Procrit</b> (epoetin alpha)
GROWTH HORMONES	<b>Egrifta</b> (tesamorelin) <b>Genotropin</b> (somatropin) <b>Geref</b> (semorelin) <b>Humatrope</b> (somatropin) <b>Increlex</b> (mecasermin) <b>I-plex</b> (mecasermin) <b>Norditropin</b> (somatropin) <b>Nutropin</b> (somatropin) <b>Omnitrope</b> (somatropin) <b>Saizen</b> (somatropin) <b>Serostim</b> (somatropin) <b>Tev-Tropin</b> (somatropin) <b>Zorbtive</b> (somatropin)
GROWTH HORMONE RECEPTOR ANTAGONISTS	<b>Somavert</b> (pegvisomant)
MYELOID STIMULANTS	<b>Leukine</b> (sargramostim) <b>Neulasta</b> (pegfilgrastim) <b>Neumega</b> (oprelvekin) <b>Neupogen</b> (filgrastim) <b>Nplate</b> (romiplostim) <b>Promacta</b> (eltrombopag)
BOTULINUM TOXIN	<b>Botox</b> (Botulinum Toxin Type A) <b>Dysport</b> (abobotulinumtoxin A) <b>Myobloc</b> (Botulinum Toxin Type B) <b>Xeomin</b> (incobotulinumtoxin A)



## EXAMPLES OF PRESCRIPTION DRUGS THAT REQUIRE PRE-AUTHORIZATION:

DRUG CATEGORY	DRUG NAME
<b>INTERFERONS</b>	<b>Actimmune</b> (interferon gamma-1b) <b>Alferon-N</b> (interferon alpha-n3) <b>Infergen</b> (interferon alpha-con) <b>Intron-A</b> (interferon alpha-2b) <b>Pegasys</b> (Pegylated Interferon Alfa-2a) <b>Peg-Intron, Sylatron</b> (peginterferon alpha-2b)
<b>ANTINARCOLEPTICS</b>	<b>Nuvigil</b> (armodafinil) <b>Provigil</b> (modafinil)
<b>ANTINEOPLASTICS</b> (Miscellaneous Immunomodulatory)	<b>Revlimid</b> (lenalidomide) <b>Thalomid</b> (thalidomide)
<b>FERTILITY AGENTS – For Non-Fertility Use</b>	<b>Clomid</b> (clomiphene) Serophene (clomiphene) <b>Human Chorionic Gonadotropin</b> (HCG) Pregnyl, Novarel, Ovidrel <b>Gonadotropins</b> Menotropins (Repronex, Menopur) Urofollitropin (Bravelle) Follitropin alfa (Gonal-F) Follitropin beta (Follistim AQ) <b>Gonadotropin Releasing Hormone Agonist</b> leuprolide 1mg/0.2ml (Lupron) nafarelin (Synarel) <b>Progesterone</b> Crinone 8% (progesterone gel) Endometrin (progesterone) Prochieve 8% (progesterone gel)
<b>DERMATOLOGICALS</b>	<b>Atralin</b> (tretinoin) <b>Avita</b> (tretinoin) <b>Retin-A</b> (tretinoin) <b>Tazorac</b> (tazarotene) <b>Tretinoins</b> (generic) <b>Tretin-X</b> (tretinoin)

## EXAMPLES OF PRESCRIPTION DRUGS THAT REQUIRE PRE-AUTHORIZATION:

DRUG CATEGORY	DRUG NAME
ANTIEMETICS	<b>Aloxi</b> (palonosetron) <b>Anzemet</b> (dolasetron) <b>Cesamet</b> (nabilone) <b>Kytril</b> (granisetron) <b>Sancuso</b> (granisetron) <b>Zofran, Zofran ODT</b> (ondansetron) <b>Zuplenz</b> (ondansetron)
RHEUMATOLOGICAL AGENTS	<b>Actemra</b> (tocilizumab) <b>Arava</b> (leflunomide) <b>Cimzia</b> (Certolizumab pegol) <b>Enbrel</b> (etanercept) <b>Humira</b> (adalimumab) <b>Kineret</b> (anakinra) <b>Orencia</b> (abatacept) <b>Remicade</b> (infliximab) <b>Rituxan</b> (rituximab) <b>Simponi</b> (golimumab)
CNS STIMULANTS	<b>Stimulants primarily used to treat Attention Deficit Hyperactivity Disorder (ADD/ADHD)</b>
SELECT SPECIALTY MEDICATIONS	<b>All new Specialty drugs that enter the market will be subject to Prior Authorization</b> <b>Acthar® H.P. gel</b> (repository corticotropin injection)
OPIOID DEPENDENCE	<b>Suboxone®</b> (buprenorphine/naloxone) <b>Zubsolv</b> (buprenorphine/naloxone)
NARCOTIC ANALGESICS	<b>Actiq</b> (fentanyl) <b>Fentora</b> (fentanyl)
HEPATITIS C	<b>Sovaldi</b> (sofosbuvir) <b>Olysio</b> (simeprevir)
NON-NARCOTIC ANALGESICS	<b>Ultracet</b> (tramadol/APAP) <b>Ultram</b> (tramadol) <b>Rybix ODT</b> (tramadol)
COX-II INHIBITORS	<b>Celebrex</b> (celecoxib)

## SaveonSP

**SaveonSP** is a program covering certain specialty medications and ensures that, once you are enrolled and eligibility is confirmed, you have no financial responsibility for those medications. Your specialty medication will be filled through Accredo, your exclusive specialty pharmacy. The 150+ medications included in the SaveonSP program consist of products covering conditions such as Hepatitis C (Hep C), Multiple Sclerosis (MS), Psoriasis, Inflammatory Bowel Disease (IBD), Rheumatoid Arthritis (RA), Oncology, and others. You can access the list of medications included in the program at [www.saveonsp.com/nycgbf](http://www.saveonsp.com/nycgbf). If you are using a medication included in the program, you may be eligible.

### *Who is Eligible for SaveonSP?*

- Individuals who are currently taking a medication on the SaveonSP Specialty Drug list, and
- Individuals who use their coverage under this Fund as their primary health coverage.

*\*Individuals who use Medicare as their primary insurance are not eligible for this program.*

### *What do I need to do to enroll?*

- Review the list of medications included in the program. If you are taking one or more of the medications, call SaveonSP to enroll at 800-683-1074.
- If you are already enrolled in a manufacturer program, please have your manufacturer program issued ID available when you call; the call will be very short. If you are new to the program, the call will take approximately 10 minutes.
- If you do not enroll prior to submitting a prescription to Accredo for filling, a SaveonSP Patient Service Representative will contact you via phone prior to dispensing. They will assist you with enrollment if your medication is part of the program.
- Certain manufacturers require annual enrollment. You will only be contacted once per year to ensure you are properly enrolled in this program.

## Step Therapy

Certain drug categories will require a generic drug be tried first before a brand drug may be covered. In some cases, brand drugs can be approved through a prior authorization process. This saves you money as well as delivers an appropriate first line therapy.

Some examples of Step Therapy the Fund utilizes are:

- Oxycontin
- Blood Pressure medications in the “ARB” class
- Some topical creams and acne products

Example of how a Step Therapy works:

OxyContin ER will require alternative Step Therapies on long-acting generic medications, such as Morphine ER, Oxymorphone ER, Fentanyl patches etc., before use. Exceptions are made for cancer patients.

If you fill or refill a prescription for one of these medications and do not first obtain approval, you will have to pay the full cost of the medication instead of just a Copayment.

If you're taking one of these medications and don't want to pay the full cost, here are some options:

Ask your doctor to consider changing your prescription to one that doesn't require a review;

Your lowest-cost option may be a 90-day prescription from the Express Scripts Pharmacy®. The Express Scripts Pharmacy will mail your prescription to you (standard shipping is free); and

If your doctor believes there are special reasons you should continue using your current medication, he/she can request a coverage review by calling 800-417-1764, 8:00 a.m. to 9:00 p.m., Eastern Time.

### Coverage Limitations

The Fund covers most prescription drugs in quantities up to a 30-day supply at retail pharmacies and up to a 90-day supply through the mail-order pharmacy. However, coverage for certain prescription drug categories will have quantity limits and be subject to specific coverage requirements based upon FDA-approved prescribing and safety information, clinical guidelines and uses considered reasonable, safe and effective.

If you fill a prescription that exceeds the quantity limit, you will be responsible for the cost of the additional medicine. If special circumstances exist, your physician may request a review for additional coverage.

The following drugs currently have quantity limitations or coverage requirements. Generic forms of the prescription medications listed are also subject to the same quantity limitations and coverage requirements. The list of drugs with quantity limitations or coverage requirements is subject to change. Contact Express Scripts at 800-753-2851 for up-to-date information.

**EXAMPLES OF PRESCRIPTION DRUGS WITH QUANTITY LIMITATIONS AND/OR COVERAGE REQUIREMENTS:**

DRUG CATEGORY	DRUG NAME	QUANTITY LIMITATION OR COVERAGE REQUIREMENT
<b>ERECTILE DYSFUNCTION</b>	<b>Caverject</b> (alprostadil) <b>Cialis</b> (tadalafil) <b>Edex</b> (alprostadil) <b>Levitra, Staxyn</b> (vardenafil) <b>MUSE</b> (alprostadil) <b>Viagra</b> (sildenafil citrate)	Quantity Limitation

**EXAMPLES OF PRESCRIPTION DRUGS WITH QUANTITY LIMITATIONS AND/OR COVERAGE REQUIREMENTS:**

DRUG CATEGORY	DRUG NAME	QUANTITY LIMITATION OR COVERAGE REQUIREMENT
<b>HYPNOTICS</b>	<b>Ambien, Ambien CR</b> (zolpidem) <b>Edluar</b> (zolpidem) <b>Intermezzo</b> (zolpidem) <b>Lunesta</b> (eszopiclone) <b>Rozerem</b> (ramelteon) <b>Silenor</b> (doxepin) <b>Sonata</b> (zaleplon) <b>Zolpimist</b> (zolpidem)	Quantity Limitation
<b>MIGRAINE THERAPY</b>	<b>Amerge</b> (naratriptan) <b>Axert</b> (almotriptan) <b>Frova</b> (frovatriptan) <b>Imitrex, Imitrex SR, Imitrex Injectable</b> (sumatriptan) <b>Maxalt, Maxalt MLT</b> (rizatriptan) <b>Migranal NS</b> (dihydroergotamine) <b>Relpax</b> (eletriptan) <b>Sumavel</b> (sumatriptan) <b>Treximet</b> (sumatriptan/naproxen) <b>Zomig</b> (zolmitriptan)	Quantity Limitation

## SUMMARY PLAN DESCRIPTION

<b>NARCOTIC ANALGESICS</b>	<b>Abstral</b> (fentanyl) <b>Actiq</b> (fentanyl) <b>Fentora</b> (fentanyl) <b>Lazanda</b> (fentanyl) <b>Onsolis</b> (fentanyl) <b>Duragesic</b> (fentanyl) <b>Oxycontin</b> (Oxycodone) <b>Combination Narcotics</b> <b>Oxymorphone</b> <b>Hydromorphone</b>	Quantity Limitation
<b>NON-NARCOTIC ANALGESICS</b>	<b>Conzip ER</b> (tramadol) <b>Ryzolt</b> (tramadol) <b>Ultram ER</b> (tramadol)	Quantity Limitation

## Expenses Not Covered

Prescription drug benefits are not paid for:

- Drugs and/or medications:
  - Obtained after the date your coverage ends,
  - Filled for more than a 30-day supply at a retail pharmacy or a 90-day supply through mail order,
  - That are experimental and/or investigational, which means they are not approved by the FDA and are not legally available for distribution,
  - For which your cost is equal to or less than the Copayment,
  - Received while confined in a Hospital (however, these costs may be covered by the Fund's Hospital/Medical Benefits through Empire),
  - Dispensed for a purpose other than the treatments recommended by the FDA,
  - Prescribed as a result of an Injury or Illness covered by Workers' Compensation, or
  - Intended as nutritional or diet supplements;
- Refills exceeding the number your physician prescribes;
- Refills more than one year after the date of the original prescription;
- Non-legend (over-the-counter) drugs or medications, except for aspirin, and other Provider-required preventive medications;
- Immunization agents, vaccines, biological sera, blood or blood plasma (however, these may be covered by the Fund's medical benefits);
- Fertility medications;
- Growth hormones, except when Medically Necessary and pre-authorized;
- Charges related to gene therapy. The Fund does not cover any charges related to gene therapy, irrespective of whether those therapies have received approval from the FDA or are considered experimental or investigational. See the Definitions section of this SPD for a definition of gene therapy;
- Alcohol wipes;
- Retin-A, except when Medically Necessary;
- Vitamins available without a doctor's prescription;
- Syringes for dispensing prescribed medication (these are covered by the Fund as medical supplies);
- Select Compounded Medications when there is no proven use or for drugs that have alternative commercially available products;
- Zohydro ER;

- Lovaza; and
- Vascepa.

## Clinical Intervention

Express Scripts provides a clinical intervention process to help guard against drug interaction problems that can occur, for example, when different medications are prescribed by more than one physician or specialist. A registered pharmacist will discuss alternative medications with your doctor and notify you of any change to your prescribed medication. However, your doctor makes the final decision on all of your prescribed medications. A clinical intervention pharmacist may also (1) suggest changing to a preferred drug or (2) call your doctor if the prescription instructions are different from the drug manufacturer's instructions.

## DENTAL BENEFITS

***\*You are eligible for dental benefits only if your employer has elected them. Contact the Fund Office to verify your eligibility for dental benefits.***

## Limitations on Benefits

The following sections describe the Fund's Dental Benefits. ***The Claims and Appeals Procedures; Appeals for Dental Benefits, and Other Information You Should Know; and Your Rights Under the Employee Retirement Income Security Act of 1974*** sections of this SPD, starting on page 93, describe how you can appeal a denial of benefits and explain the Fund's rules requiring that a lawsuit following a denial of an appeal must be filed in the United States District Court for the Southern District of New York in New York County, New York within 365 days from the notice of the denial of the appeal.

## How the Dental Benefit Works

Dental benefits are administered by Self-Insured Dental Services, Inc. ("ASO/SIDS"). You may go to any dentist or select from a panel of "participating dentists." However, whether you go to a participating or a non-participating dentist, all benefits are paid according to a "schedule of allowances" that provides a set fee for a particular procedure.

Dental benefits are treated as a stand-alone (or excepted) benefit under the Health Insurance Portability and Accountability Act ("HIPAA") and the ACA as they are provided under a separate contract. You may decline Dental benefits. Contact the Fund Office if you wish to decline Dental benefits.

When you use a participating dentist, your out-of-pocket expense for covered services, subject to Plan maximums and frequency limitations, is limited to the amount applied towards your individual calendar year Deductible. Many diagnostic and preventive services that are not subject to the Deductible are covered in full. See the "Schedule of Covered Dental Allowances" section for more information.



This coverage is designed to encourage regular checkups and preventive care and to correct minor dental problems before they become serious. Benefits are provided for diagnostic and preventive services, basic restorative services, major restorative services, bridges and dentures, periodontal treatment, oral surgical procedures, and orthodontic services. Basic and major dental services are subject to a **\$100 annual Deductible**, and all dental services are subject to **a maximum Fund payment of \$2,500 per individual per calendar year**. You and your dependent Children are covered for orthodontic treatment up to a maximum of 24 months of treatment.

The Plan does not provide dental coverage for individuals residing outside the United States.

The following chart summarizes the procedures and costs covered.

OVERVIEW OF DENTAL COVERAGE
<b>ANNUAL DEDUCTIBLE:</b> \$100 per covered individual per calendar year, applies to basic and major services. Deductible applies when using a PPO or Non-PPO provider
<b>ANNUAL MAXIMUM:</b> \$2,500 per covered individual per calendar year
PROCEDURES COVERED
<b>DIAGNOSTIC AND PREVENTIVE SERVICES</b> —routine procedures, such as oral examinations, bitewing X-rays and adult/child prophylaxis (cleaning).
<b>BASIC SERVICES</b> —commonly used procedures, such as amalgam fillings, simple extractions and root canals.
<b>MAJOR SERVICES</b> —surgical extractions, periodontal treatment, gum surgery, crowns, inlays, fixed bridgework, removable dentures, and repairs to bridgework and dentures.
<b>ORTHODONTIC SERVICES</b> —correction of a handicapping malocclusion, including an initial examination insertion of appliance and monthly treatment visits.

## Network of Participating Dentists

ASO/SIDS manages a network of participating (“in-network”) dentists. You choose the participating dentist who best suits your needs. All participating dentists in the ASO/SIDS network have agreed to accept the Fund’s Schedule of Covered Dental Allowances as payment in full (subject to any applicable Deductibles). That means that your dental benefit coverage will be the same no matter which participating dentist you choose. You save money when you and your family use participating dentists.

For information about participating providers in your area, contact ASO/SIDS at:

**Administrative Services Only, Inc./}  
Self-Insured Dental Services ("ASO/SIDS")**

P.O. Box 9005 Group 95  
Lynbrook, NY 11563  
Telephone: (800) 537-1238  
Website: **www.asonet.com**

When you use a participating dentist, subject to Plan maximums and frequency limitations:

- Diagnostic and preventive dental services are covered in full in accordance with the Plan's schedule of maximum allowances; and
- Once you meet the Deductible, basic and major restorative services are covered in full up to the Plan's maximum allowance.

## If You Are Treated by a Non-Participating Dentist

If you are treated by a non-participating dentist, you or your dentist will be reimbursed according to the Fund's Schedule of Covered Dental Allowances. The charges of non-participating dentists are generally higher than the Plan's scheduled allowances, and you are responsible for any difference between the amount a non-participating dentist charges and the amount the Fund will pay for covered services.

## Pre-Treatment Estimate

This process is intended to inform you and your dentist, in advance of treatment and before any expenses are incurred, what benefits are provided by the Plan.

Your dentist should file a pre-treatment estimate if your dental care is going to cost more than \$500 in a 90-day period or includes crowns, bridges, dentures, orthodontics, inlays or periodontal surgery.

**Don't forget - Whether you go to a participating or a non-participating dentist, the Plan only pays up to the amount shown on the Schedule of Covered Dental Allowances.**

To obtain a pre-treatment estimate, ask your dentist to describe the treatment plan and expected charges on a claim form. X-ray charges should be included in a pre-treatment estimate for any proposed treatment involving root canal therapy, inlays, crowns, bridges dentures and periodontal surgery. Submit the completed claim form to:

**Self-Insured Dental Services, Inc. ("ASO/SIDS")**

P.O. Box 9005 Group 95  
Lynbrook, NY 11563

ASO/SIDS will review the proposed treatment and will provide you and your dentist with an explanation of benefits form indicating the benefit amount for each covered procedure and identifying services that are not covered or not payable by the Fund.

The pre-treatment estimate will remain valid for one year, even if some or all of the work is done by another dentist. However, you must still be eligible for benefits when any of the approved services

are rendered, and there must have been no significant change in your dental condition since the estimate was issued. Payment will be made in accordance with the applicable Plan allowances and limitations in effect at the time the covered services are completed.

## Orthodontic Services

A dentist must diagnose the need for orthodontic services and must indicate that the orthodontic condition consists of a handicapping, abnormal, correctable malocclusion. Before treatment begins, ASO/SIDS should estimate the Plan allowance for orthodontic services under the pre-treatment estimate program.

Orthodontic services and their applicable benefit are described on the following chart.

ORTHODONTIC SERVICE	BENEFIT
Diagnosis and insertion of orthodontic appliances	\$450
Active treatment, up to a maximum of 24 months	\$50 per month
Retention treatment following active treatment, up to a maximum of 18 months	\$100 per every six months

These orthodontic benefits are not subject to the annual Deductible, nor do they count towards your annual maximum, but they are subject to the orthodontia lifetime maximum of 24 months of treatment.

## Extension of Dental Benefits

If your or your dependent's eligibility terminates during the course of certain dental treatment, the patient's dental coverage will be extended for up to 90 days after eligibility would otherwise end so that the work can be completed. This limited extension applies to the following procedures only:

- Crowns, fixed bridgework and full or partial dentures—extension applies if impressions were taken and/or teeth were prepared while the patient was eligible;
- Orthodontic appliances and active treatment—extension applies if impressions were taken while the patient was eligible; or
- Root canal therapy—extension applies if the pulp chamber was opened while the patient was eligible.

There is no extension for any dental service other than those noted above.

## Schedule of Covered Dental Allowances

The chart below lists all of the dental services covered by the Plan and the maximum benefit amount the Plan will pay for each service. Remember: participating providers have agreed to accept the Plan's schedule of benefits as payment in full, subject to the applicable \$100 annual Deductible per covered individual.

## SUMMARY PLAN DESCRIPTION

DIAGNOSTIC & PREVENTIVE	PLAN PAYS
ORAL EXAMINATION Maximum-two per calendar year	\$15.00
FULL MOUTH SERIES X-RAYS 10 to 14 periapical/bitewing films	\$30.00
PANORAMIC FILM	\$30.00
PERIAPICAL OR BITEWING, per film	\$4.00
OCCLUSAL FILM	\$13.00
CEPHALOMETRIC FILM	\$34.00
POSTERIOR-ANTERIOR FILM	\$32.00
LATERAL FILM	\$32.00
TEMPOROMANDIBULAR FILM X-ray maximum-\$50 per calendar year	\$40.00
PROPHYLAXIS Including scaling and polishing; maximum two per calendar year Adult	\$28.00
Child, to age 15	\$25.00
FLUORIDE TREATMENT Excluding prophylaxis to age 15, two per calendar year	\$18.00
SEALANT Unrestored permanent posterior teeth only, to age 15. Lifetime maximum - \$45 per quadrant	\$15.00
SPACE MAINTAINER Removable	\$98.00
Fixed	\$135.00
BASIC RESTORATIVE	
AMALGAM FILLINGS One surface	\$35.00
Two surfaces	\$45.00
Three surfaces	\$55.00
Four or more surfaces	\$65.00
COMPOSITE RESIN-ANTERIOR One surface	\$35.00
Two surfaces	\$45.00
Three surfaces	\$60.00
Four or more and incisal angle	\$60.00
COMPOSITE RESIN-POSTERIOR One surface	\$40.00
Two surfaces	\$50.00
Three surfaces	\$60.00

## SUMMARY PLAN DESCRIPTION

<b>MAJOR RESTORATIVE</b> <b>Pre-operative periapical X-ray required.</b> <b>There is a five-year frequency limitation on replacements.</b>		<b>PLAN PAYS</b>
CROWNS-RESIN		\$120.00
Resin with metal		\$325.00
Porcelain		\$325.00
Porcelain with metal		\$375.00
Full cast with metal		\$350.00
METALLIC INLAY		
One surface		\$200.00
Two surfaces		\$250.00
Three surfaces		\$300.00
PORCELAIN INLAY		
One surface		\$200.00
Two surfaces		\$250.00
Three surfaces		\$300.00
STAINLESS STEEL CROWN (Primary tooth)		\$100.00
CAST POST & CORE		\$100.00
PREFAB POST AND CORE		\$86.00
<b>ENDODONTICS</b> <b>X-ray evidence of satisfactory completion required.</b>		
PULPOTOMY		\$75.00

	<b>PLAN ALLOWANCE</b>	<b>PARTICIPANT CO-PAY</b>
Endosteal Implant	\$1,200.00	\$0.00
Subperiosteal Implant	\$1,200.00	\$0.00
Transosseous Implant	\$1,200.00	\$0.00
Prefabricated Abutment	\$200.00	\$275.00
Custom Abutment	\$200.00	\$275.00
Abutment Supported Porcelain Ceramic Crown	\$375.00	\$300.00
Abutment Supported Porcelain/Metal Crown	\$375.00	\$300.00
Abutment Supported Crown	\$375.00	\$300.00
Abutment Supported Cast High Noble Metal Crown	\$375.00	\$300.00
Abutment Supported Noble Metal Crown	\$375.00	\$225.00
Implant Supported Porcelain Ceramic Crown	\$375.00	\$600.00
Implant Supported Porcelain/High Noble Metal Crown	\$375.00	\$600.00
Implant Supported High Noble Metal Crown	\$375.00	\$600.00

## SUMMARY PLAN DESCRIPTION

ROOT THERAPY	
Anterior	\$200.00
Bicuspid	\$250.00
Molar	\$325.00
APICOECTOMY	\$130.00
APICOECTOMY Maximum per tooth	260.00
RETROGRADE FILLING	\$60.00
<b>PROSTHODONTICS</b>  <b>Preoperative X-rays are required when filing a claim for pre-treatment review or payment on all prosthetics. X-rays of the full arch must be included for all bridgework. There is a five-year frequency limitation from date of installation on all prosthetics.</b>	
COMPLETE DENTURE Immediate or permanent	\$400.00
PARTIAL DENTURE – UNILATERAL	\$340.00
PARTIAL DENTURE – BILATERAL Acrylic base with clasps and rests Cast metal base	\$325.00 \$400.00
PRECISION ATTACHMENT	\$100.00
BRIDGE PONTIC Full cast Resin with metal Porcelain with metal	\$300.00 \$300.00 \$375.00
ABUTMENT – INLAY TWO SURFACES	\$250.00
ABUTMENT – INLAY THREE SURFACES	\$300.00
CAST METAL RETAINER-ACID ETCH BRIDGE	\$200.00
BRIDGE ABUTMENT Crown-resin with metal Crown-porcelain fused to metal Crown-full cast Crown repair	\$325.00 \$375.00 \$300.00 \$100.00
DENTURE RELINE COMPLETE or PARTIAL – CHAIRSIDE	\$80.00
DENTURE RELINE-PARTIAL – LABORATORY	\$100.00
DENTURE RELINE-COMPLETE – LABORATORY	\$125.00

## SUMMARY PLAN DESCRIPTION

DENTURE REPAIRS	
Denture adjustment	\$25.00
Repair cast framework	\$95.00
Repair resin denture base	\$70.00
Replace tooth in denture	\$65.00
Add tooth to existing partial denture	\$65.00
RECEMENT CROWN OR INLAY	\$25.00
RECEMENT BRIDGE	\$30.00
BRIDGE REPAIR BY REPORT	\$100.00
<b>PERIODONTIC SERVICES</b>	
<p><b>Although eight teeth constitute the anatomic complement of a quadrant, for purposes of settling claims for periodontal treatment, payment will be based on five teeth per quadrant. Accordingly, if at least five teeth are treated in a quadrant, payment will be based on the allowance for a full quadrant. If fewer than five teeth are treated, payment will be pro-rated on the basis of five teeth per quadrant. When more than one periodontal procedure is performed on the same day, claims for services will be combined and payment will be based on the most costly procedure.</b></p>	
SCALING AND ROOT PLANING, INCLUDING PROPHYLAXIS	
Per quadrant; maximum allowance on any combination of the below services is \$200 in a calendar year	\$50.00
Two or more quadrants per visit	\$75.00
Periodontal maintenance	\$60.00
FULL MOUTH DEBRIDEMENT	\$75.00
PERIODONTAL SURGERY	
Confirmation by charting and/or X-rays required per quadrant of at least 5 teeth	\$50.00
Localized delivery of chemotherapeutic agent maximum allowance \$150 per quadrant	\$150.00
Gingivectomy, gingivoplasty and mucogingival surgery per quadrant	\$375.00
Osseous surgery, including gingivectomy-per quad	\$75.00
osseous graft, per quadrant	
PEDICLE or FREE SOFT TISSUE GRAFTS	\$200.00
<b>ORAL SURGERY</b>	
ROUTINE EXTRACTION	\$40.00
SURGICAL EXTRACTION	
Must be demonstrated by x-ray	
Erupted tooth	\$65.00
Removal of residual roots	\$90.00
Impaction-soft tissue	\$100.00
Impaction-partial bony	\$175.00
Impaction-complete bony	\$200.00
ALVEOLOPLASTY – PER QUAD	\$125.00

## SUMMARY PLAN DESCRIPTION

BIOPSY OF ORAL TISSUE – HARD TISSUE	\$100.00
SURG.EXP-IMP/UNERUP(FOR ORTHO)	\$175.00
SURG.EXP-IMP/UNERUP(AID ERUPT)	\$125.00
REMOVAL OF CYST OR TUMOR- <1.25	\$75.00
REMOVAL OF CYST OR TUMOR- >1.25	\$100.00
FRENULECTOMY	\$95.00
<b>ORTHODONTICS</b>	
INITIAL FIXED APPLIANCE	\$450.00
ACTIVE TREATMENT – PER MONTH Maximum of 24 months	\$50.00
POST-TREATMENT STABILIZATION DEVICE	\$110.00
PASSIVE TREATMENT – PER 6 MONTHS Maximum of 18 months	\$100.00
<b>MINOR TOOTH MOVEMENT</b>	
Removable appliance	\$225.00
Fixed appliance	\$225.00
<b>ADJUNCTIVE SERVICES</b>	
PALLIATIVE TREATMENT No other treatment than visit	\$30.00
GENERAL ANESTHESIA-per 15 minutes Plan pays first 30 minutes only	\$55.00
OCCLUSAL GUARD	\$225.00
SPECIALIST CONSULTATION Includes examination	\$50.00
BEHAVIOR MANAGEMENT Only when rendered by a participating pedodontist in conjunction with other treatment only	\$50.00
TOOTH WHITENING – PER ARCH Must be provided by a licensed dentist using materials and equipment specifically designed to accomplish tooth whitening in a one-visit chairside setting on natural unrestored teeth. All other tooth whitening products or take-home methods, including those provided by a dentist, are not covered. Lifetime maximum – one treatment per arch	\$150.00



## How to File a Claim

**Participating Dentist.** If you receive covered services from a participating provider, you do not have to pay the dentist any money for covered services other than the Deductible, if applicable, and you do not have to file a claim. The dentist's office will file the claim form. You should assign benefits on the claim form so that the participating dentist can be paid directly by ASO/SIDS.

**Non-Participating Dentist.** When you use a dentist who is not a participating provider, you or your dentist should file a claim form with ASO/SIDS. Claim forms are available from ASO/SIDS or the Fund Office. When you use a non-participating dentist, you are responsible for the difference between your dentist's charges and the maximum benefit amount listed in the Plan's Schedule of Covered Dental Allowances. Completed forms, whether the services are provided by a participating or a non-participating dentist, should be sent to:

**Administrative Services Only, Inc.**  
**Self-Insured Dental Services ("ASO/SIDS")**  
P.O. Box 9005 Group 95  
Lynbrook, NY 11563

See the section called "Claims and Appeals Procedures" for additional information on filing claims, and procedures to follow if your claim is denied and you wish to appeal the decision.

## Exclusions and Limitations

- There is no coverage for:
- Any charges that exceed the amounts shown in the Schedule of Covered Dental Allowances;
- Treatment for the purpose of cosmetic improvement;
- Replacement of a lost or stolen appliance;
- Replacement of a bridge, crown, inlay or denture within five years after the date it was originally installed;
- Any replacement of a bridge, crown, inlay or denture which can be made usable according to accepted dental standards;
- Procedures, appliances or restorations (except full dentures) whose main purpose is to:
- Change vertical dimension; or
- Diagnose or treat conditions or dysfunctions of the temporomandibular joint;
- Stabilize periodontally involved teeth;
- Periodontal splinting;
- Multiple bridge abutments;
- Over-the-counter analgesia;
- Services that do not meet accepted dental standards;

- Services not specifically included in the Schedule of Covered Dental Allowances;
- Services or supplies resulting from an accidental Injury, which are deemed to be the responsibility of a third party;
- Any care that is covered under Workers' Compensation or a similar law, or for an Injury arising out of, or in the course of, any employment for wage or profit;
- Charges made by a Veterans Administration ("VA") facility for a service-related Illness or Injury;
- Services for which payment is unlawful where the person resides when the expenses are incurred;
- Services for which there would be no charge in the absence of this coverage, including services provided by a member of the patient's immediate family;
- Charges for unnecessary care, treatment or surgery;
- Any charges that are paid for by a government program; and
- Experimental procedures or treatment methods not approved by the American Dental Association or the appropriate dental specialty society.

## Important Definitions

**Dentist** – A person who is licensed to practice dentistry in the state where the service is provided.

**Necessary treatment** – A procedure, service or supply that is required or appropriate for the treatment of your dental condition according to generally accepted standards of care.

**Non-participating dentist** – A dentist who does not have an agreement with ASO/SIDS to accept the Fund's maximum allowance as payment in full for covered services.

## VISION BENEFITS

*\*You are eligible for vision benefits only if your employer has elected to provide them. Contact the Fund Office to verify your eligibility for vision benefits.*

## Limitations on Benefits

The following sections describe the Fund's Vision Benefits. The Claims and Appeals Procedures; Appeals for Vision Benefits; and Other Information You Should Know; and Your Rights Under the Employee Retirement Income Security Act of 1974 sections of the SPD, starting on page 93, describe how to appeal a denial of benefits, and explain the Fund's requirements that lawsuits following a denial of an appeal must be filed in the United States District Court for the Southern District of New York in New York County, New York within 365 days from the notice of the denial of the appeal.

## How the Vision Benefit Works

Vision Benefits are provided through two networks of Providers—Comprehensive Professional Systems (“CPS”), (212) 675-5745, and General Vision Services (“GVS”), (800) 847-4661. You may use either network, or you may use a non-network Provider. Selections of frames and lenses may vary among the two networks and, in some instances, among locations in the same network.

Vision benefits are treated as a stand-alone (or excepted) benefit under HIPAA and the ACA. You may decline Vision benefits. Contact the Fund Office if you wish to decline Vision benefits.

## Benefits

If you are eligible for Vision Benefits, you and your covered dependents are each entitled to an eye examination and new glasses or contact lenses once every 365 days. If you use a Participating Provider, there are no out-of-pocket costs if the frames and lenses you select are part of the program. If the frames and lenses you select are outside the program, you will receive a credit towards your purchase. Additionally, if you use a Participating Provider, you may purchase safety glasses in lieu of normal eye glasses, subject to the applicable rules (one eye exam/glasses once every 365 days).

Individuals residing abroad. The Vision Benefit does not provide vision coverage for individuals residing outside the United States.

## Covered Services

The Fund will pay a Participating Provider a total of \$125, with a reimbursement of up to \$25 for an eye exam, and the balance available for a pair of frames and/or lenses. If you use a Non-Participating Provider, the Fund will reimburse you up to \$125 for the same package of services. You can obtain a list of Participating Providers by contacting CPS or GVS directly.

## Vision Costs

Some services from Participating Providers will require that you pay a portion of the cost. These services and their applicable costs are listed below. If you receive any of these services from a Non-Network Provider, you will be responsible for any cost above your \$125 allowance.

SERVICE TYPE	YOUR COST AT CPS	YOUR COST AT GVS
Scratch-resistant coating, single vision	\$10	\$10
Scratch-resistant coating, bifocal or trifocal	\$15	\$15
High-index single vision plastic lenses	\$50	No charge
High-index bifocal plastic lenses	\$70	No charge
Polycarbonate single vision lenses	\$30	\$70
Polycarbonate bifocal lenses	\$70	\$100
Reflection-free coating	\$40	\$40
Transition single vision lenses	\$75	\$75
Transition bifocal/multifocal lenses	\$100	\$100
Hyper-index	\$125	\$125

## How to File a Claim

**Network Provider.** All you have to do is provide your name and Social Security Number to the Network Provider. The Provider will submit the claim form to the Fund Office for payment. If you receive any of the services described under “Costs” (shown above), you will also be required to pay your share of the cost.

**Non-Network Provider.** When you use a Provider who is not participating in the CPS or GVS network, you must pay the full fee and submit a claim to the Fund Office for reimbursement. The Fund will reimburse you up to the amount it would have paid had you gone to a Participating Provider (up to \$125 for an eye examination and a pair of frames and/or lenses).

See the **Claims and Appeals Procedures** section starting on page 93 for additional information on filing claims, and for procedures to follow if your claim is denied and you wish to appeal the decision.

## Reserve Trigger Point

In order to timely respond to any deterioration in the Fund’s financial condition, vision and dental benefits are subject to a “Reserve Trigger Point.” Pursuant to the Reserve Trigger Point, if the assets of the Fund drop below a certain level, vision and dental benefits will be rescinded and only restored when the assets return to another predetermined level. Specifically, if reserves drop below seven months, vision and dental benefits will be rescinded on the first day of the next month. However, if reserves then increase to nine months, such benefits will be restored on the first day of the following month. You will be notified if there is a rescission of dental and vision benefits.

## COORDINATION OF BENEFITS

You or your family members may have other health care coverage. In this case, the two health plans will coordinate their benefit payments so that payments from the two plans combined will pay up to the amount of covered expenses, but not more than the amount of actual expenses.

When you are covered under two plans, one plan has primary responsibility to pay benefits and pays benefits first, and the other has secondary responsibility.

### Which Plan Pays Benefits First?

Here is how we determine which plan has primary responsibility for paying benefits:

- If the other plan does not have a coordination of benefits feature, that plan is primary.
- If you are covered by one plan as an Active Employee and by another plan as a laid-off employee, the plan that covers you as an Active Employee is primary.
- If you are covered by one plan as an employee and by the other plan as a dependent, the plan that covers you as an employee is primary.

For a dependent Child covered under both parents' plans, the primary plan is:

- The plan of the parent whose birthday is earlier in the calendar year (month and day);
- The plan that has covered the parent for a longer period of time, if the parents have the same birthday, or
- The father's plan, if the other plan does not follow the birthday rule and uses gender to determine primary responsibility.

When the parents are divorced or separated:

- If there is no court decree establishing financial responsibility for the Child's health care expenses, the plan covering the parent with custody is primary.
- If the parent with custody is remarried, his/her plan pays first, then the step-parent's plan pays second, and the non-custodial parent pays third.
- If there is a court decree specifying which parent has financial responsibility for the Child's health care expenses, that parent's plan is primary once the Fund Office has written notice of the decree.

If none of the previous rules apply, the plan that has covered the parent longest is primary.

### If This Plan is the Secondary Plan

If this Plan is secondary, then benefits will be reduced so the total benefits paid by both plans will not be greater than the allowable expenses. This Plan will not pay more than the amount it would normally pay if it were primary.

## Tips for Coordinating Benefits

- To receive all the benefits available to you, file your claims under each plan.
- File claims first with the primary plan, then with the secondary plan
- Include the original or a copy of the Explanation of Benefits (“EOB”) from the primary plan when you submit your claim to the secondary plan. Keep a copy for your records.
- You are required to provide information about other health care coverage you or members of your family may have upon request of the Fund Office or one of the Plan’s claims administrators. Should you fail to notify the Fund Office or its claims administrators of other group health coverage for you or your dependents that would otherwise have primary liability for claims, or should you refuse to respond to a coordination of benefits inquiry from the Fund Office or one of its claims administrators, coverage for you and your family will be suspended.

## CONFIDENTIALITY

### Permitted Uses and Disclosures of PHI by the Fund and the Board of Trustees

The Fund operates in accordance with HIPAA. A complete description of your rights under HIPAA is available in the Fund’s Notice of Privacy Practices. The following summarizes the key provisions of the Fund’s Notice of Privacy Practices.

The term “Protected Health Information” (“PHI”) includes all individually identifiable health information related to your past, present or future physical or mental condition or payment for health care. PHI includes all information maintained by the Fund in oral, written or electronic form.

The Fund and the Trustees are permitted to use and disclose PHI to the extent such disclosures comply with HIPAA, in very limited circumstances and when the following safeguards are in place to ensure that your privacy is protected:

- The Fund will disclose PHI to the Trustees only for the Trustees’ use in Plan administration functions, unless the Trustees have your written permission to use or disclose your PHI for other purposes;
- The Fund has in place safeguards to protect the confidentiality, security and integrity of your health information. PHI that is received by the Trustees from the Fund will not be used or disclosed other than as permitted or required by this SPD, or as required by law, or at the request of an individual, to assist in resolving claims the individual may have with respect to benefits under the Fund;
- The Trustees will not disclose your PHI to any of its Providers, agents or subcontractors unless the Providers, agents and subcontractors agree to keep your PHI confidential to the same extent as it is required of the Trustees;

- The Fund may disclose PHI to external vendors for purposes of health care management in accordance with appropriate confidentiality agreements. Data shared with external entities for measurement purposes or research will be released only in an aggregate form that does not allow direct or indirect participant identification. Identifiable personal information may not be shared with the Fund Office, unless required by law;
- The Trustees will report to the Fund's Privacy Officer any use or disclosure of PHI that is inconsistent with the Fund's Privacy Policy;
- The Fund will allow you to inspect and photocopy your PHI to the extent, and in the manner, required by HIPAA;
- The Fund will make available your PHI for amendment and incorporation of any such amendments to the extent and in the manner required by HIPAA;
- The Fund will keep a written record of certain types of disclosures it may make of PHI, so that the Fund can maintain an accounting of disclosures of PHI;
- The Fund will make available to the Secretary of Health and Human Services its internal practices, books and records relating to the use and disclosure of PHI received from the Fund in order to allow the Secretary to determine the Fund's compliance with HIPAA;
- The Trustees will return to the Fund or destroy all PHI received from the Fund when there is no longer a need for the information. If it is not feasible for the Trustees to return or destroy the PHI, then the Trustees shall limit their further use or disclosures of any of your PHI that they cannot feasibly return or destroy to those purposes that make the return or destruction of the information infeasible;
- The Fund shall ensure that adequate separation will be maintained within the Fund. Only the categories of employees enumerated hereafter and individual Trustees will be permitted to have access to and use the PHI to perform Plan administrative functions. The following categories of employees under the control of the Trustees are the only employees who may obtain PHI in the course of performing the duties of their job on behalf of the Trustees: The Executive Director, the Chief Financial Officer, the Director of Administrative Services, the Director of Welfare and Eligibility, and all other Welfare Fund staff routinely responsible for administration of claims for the Fund. Additionally, Trustees may receive health information from the Fund in the course of hearing appeals or handling other Plan administration functions;
- If the Fund becomes aware of any noncompliance with the provisions outlined above by any of the individuals listed above, it will promptly report the violation to the Fund's Privacy Officer and will cooperate to correct the violation, to impose appropriate sanctions and to mitigate any harmful effects to the individual(s) whose privacy has been violated; and
- You will receive notice if a breach of your PHI occurs.

## CLAIMS AND APPEALS PROCEDURES

This section describes the procedures for filing claims for benefits and describes the procedures for appealing denials of claims. The procedures will vary depending on the type of your claim. The Fund has contracted with different claims administrators ("Claims Administrator") to administer different



benefits. Read each of the following sections carefully to determine which procedure is applicable to your particular request for benefits.

## What Is a Claim

A claim is a request for benefits made in accordance with the Fund's claims procedures.

## What Is Not a Claim

A request is not a claim if it is

- Not made in accordance with the Plan's benefit claims filing procedures described in this section;
- Made by someone other than you, your covered dependent, or your (or your covered dependent's) authorized representative;
- Made by a person who will not identify himself/herself (anonymous);
- A casual inquiry about benefits such as verification of whether a service/item is a covered benefit or the estimated allowed cost for a service;
- A request for prior approval where prior approval is not required by the Plan;
- An eligibility inquiry that does not request benefits. However, if a claim is denied due to lack of eligibility, it is treated as an adverse benefit determination and the individual will be notified of the decision and allowed to file an appeal; or
- A request for an eye exam, lenses, frames or contact lenses that is denied at the point of sale from the Plan's contracted in-network vision provider(s). After the denial by the vision service provider, you may file a claim with the Plan.

If you submit an incomplete claim, you will be notified about what information is necessary to complete the claim. This does not apply to simple inquiries about the Plan's provisions that are unrelated to any specific benefit claim or which relate to proposed or anticipated treatment or services that do not require prior approval.

## How to File a Claim

A claim form may be obtained from the Fund Office by calling (800) 529-3863 or from the Claims Administrators listed on pages 95-96. The claim form should be completed in its entirety and submitted to the Claims Administrator. If a request is filed improperly or the form is incomplete, the request will not constitute a claim under these procedures.

You will only receive notice of an improperly filed claim if the claim includes (i) your name, (ii) your specific medical condition or symptom and (iii) a specific treatment, service or product for which approval is requested. Check the claim form to be certain that all applicable portions of the form are completed. Include with the claim form any Itemized Bills if services have already been provided to



you or any documentation requested to verify your claim. If the claim forms are returned to you for additional information, delays in processing the claim will result.

A claim form that is incorrectly sent to the Fund Office will be redirected to the Claims Administrator. The applicable time frame for processing the claim will begin to run from the date the claim is received at the Claims Administrator (discussed below in When Claims Must Be Filed).

## Authorized Representatives

An authorized representative, such as your spouse or adult child, may complete the claim form for you if you are unable to complete the form yourself and have previously designated the individual to act on your behalf. A form can be obtained from the Fund Office to designate an authorized representative. The Fund may request additional information to verify that this person is authorized to act on your behalf. If an authorized representative is designated, all notices will be provided to you through your authorized representative.

## When Claims Must Be Filed

All claims must be filed in writing by no later than 365 days (one year) after the date the charges were incurred. Claims should be filed in writing as soon as possible after the date the charges are incurred. Your claim is considered filed as soon as it is received by the Claims Administrator that is responsible for making the initial determination of the claim.

## Claims Administrator - Where to Submit Your Initial Claim

When you receive hospital, medical, behavioral health, prescription drug, dental, and vision services from an In-Network or Participating Provider, the Provider will submit a claim on your behalf. When you incur expenses for these services from an Out-of-Network or Non-Participating Provider, you are responsible for submitting a claim to the Claims Administrator listed below:

Hospital, medical and behavioral health claims must be submitted to:

### **Empire**

P.O. Box 1407  
Church Street Station  
New York, NY 10008-1407

Prescription drug claims must be submitted to:

### **Express Scripts**

ATTN: Commercial Claims  
P.O. Box 14711  
Lexington, KY 40512-4711

Dental claims must be submitted to:

**Administrative Services Only, Inc. ("ASO/SIDS")**

P.O. Box 9005 Group 95

Lynbrook, NY 11563

Telephone: 800-537-1238

Website: **www.asonet.com**

Out-of-network vision claims must be submitted to:

**New York City District Council of Carpenters Welfare Fund**

395 Hudson Street

New York, NY 10014

800-529-3863

## Time Frames for Decision-Making

The Fund's procedures and time limits for evaluating claims and informing you of the decision will vary depending upon whether your claim is a Pre-Service claim, an Urgent Care claim, a Concurrent Care claim or a Post-Service claim.

Pre-Service claims are requests for approval that the Fund requires you to obtain before you receive medical care or obtain a prescription drug, such as pre-certification of an inpatient non-emergency Hospital stay or pre-authorization of a prescription drug.

Urgent Care claims are special kinds of pre-service claims that require a quicker decision because your health would be threatened if the Fund took the normal time permitted to decide a pre-service claim. If a physician with knowledge of your medical condition tells the Fund that a pre-service claim is urgent, the Fund will treat it as an Urgent Care claim.

Concurrent care claims are requests to extend a previously approved course of treatment beyond the previously-approved period of time or number of treatments. In addition, any reduction or termination of such a course of treatment (other than by Plan amendment or termination) before the end of the previously-approved period of time or number of treatments (or a reduction in a previously-approved, indefinite course of treatment) is treated as an adverse benefit determination.

Pre-Service, Concurrent Care and Urgent Care claims are specific to Hospital, medical, and behavioral health claims administered by Empire and to prescription drug claims administered by Express Scripts. You will find additional information concerning Pre-Service and Urgent Care claims in the Empire and Express Scripts claim sections that follow.

Most requests for benefits are Post-Service claims. Post-Service claims are claims for benefits where the services have already been provided. A request to reimburse you for a doctor visit is an example of Post-Service claims.

Post-Service claims will be decided no later than 30 days after the Fund receives your claim. The Fund may extend the time period up to an additional 15 days if it requires more time to decide your claim. In such a case, you will be notified that additional time is required before the end of the initial

30-day period and the reason for the delay will be explained. If additional information is requested, you will have at least 45 days to supply it. The Fund must decide your claim no later than 15 days after you provide the additional information. The Fund needs your consent to extend the time period after the first extension.

## Notice of Decision

You will be provided with written notice of a denial of a claim (whether denied in whole or in part). A denial of a claim also includes any claim where the Fund pays less than the total amount of expenses submitted. This notice will state:

- The specific reasons for the determination;
- Reference to the specific Fund provisions on which the determination is based;
- A description of any additional material or information necessary to perfect the claim, and an explanation of why the material or information is necessary;
- A description of the appeal procedures (including voluntary appeals, if any) and applicable time limits;
- A statement of your right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review;
- If an internal rule, guideline or protocol was relied upon in deciding your claim, you will receive either a copy of the rule or a statement that it is available upon request at no charge; and
- If the determination was based on the absence of Medical Necessity, or because the treatment was experimental or investigational or other similar exclusion, you will receive an explanation of the scientific or clinical judgment for the determination applying the terms of the Fund to your claim or a statement that it is available upon request at no charge.

## Appeal Process

If your claim is denied in whole or in part, you may file an appeal. The amount of time you have to appeal varies depending upon the type of benefit claim decision you are appealing. Please review the accompanying chart and contact information for more details.

## SUMMARY PLAN DESCRIPTION

TYPE OF BENEFIT	WHERE TO SEND APPEAL	ALLOWABLE AMOUNT OF TIME TO SUBMIT APPEAL
<b>Dental</b>	First Level- ASO/SIDS Voluntary Second Level- Appeals Committee of the Board of Trustees ("Appeals Committee")	First Level- Within 180 calendar days of notice of adverse benefit determination Voluntary Second Level- Within 60 calendar days of notice of denial of First Level Appeal
<b>Hospital, Medical, and Behavioral Health</b>	*First Level- Empire *Second Level- Empire Voluntary Third Level- Appeals Committee	*First Level- Within 180 calendar days of notice of adverse benefit determination *Second Level- Within 60 calendar days of notice of denial of First Level Appeal Voluntary Third Level- Within 60 calendar days of notice of denial of Second Level Appeal
<b>Prescription Drugs</b>	First Level- Express Scripts Second Level- Express Scripts Voluntary Third Level- Appeals Committee	First Level- Within 180 calendar days of notice of adverse benefit determination Second Level- Within 90 calendar days of notice of denial of First Level Appeal Voluntary Third Level- Within 60 calendar days of notice of denial of Second Level Appeal
<b>Vision</b>	Appeals Committee	Within 180 calendar days of notice of adverse benefit determination

\*First and second level appeals to Empire which do not involve a medical necessity or experimental or investigational determination are referred to as "grievances." Grievances include matters such as requests for additional benefit consideration, issues involving Plan limits and exclusions, and the untimely filing of claims.

Hospital and medical claims:

### **Empire**

Appeal and Grievance Department  
P.O. Box 1407  
Church Street Station  
New York, NY 10008-1407  
844-416-6387

Behavioral health claims:

**Empire**

Grievances and Appeals- Behavioral Health

P.O. Box 2100

North Haven, CT 06473

Prescription drug claims:

**Express Scripts**

P.O. Box 66587

St. Louis, MO 63166-6587

Attention: Benefit Coverage Review Department

800-946-3979

Dental claims:

**Administrative Services Only, Inc. ("ASO/SIDS")**

P.O. Box 9005 Group 95

Lynbrook, NY 11563

Telephone: 800-537-1238

Website: [www.asonet.com](http://www.asonet.com)

Vision claims:

**New York City District Council of Carpenters Welfare Fund**

395 Hudson Street

New York, NY 10014

800-529-3863

Separate sections in this SPD describe the review and appeal procedures used by Empire (page 101), Express Scripts (page 109) and ASO/SIDS Dental (page 113) in detail.

## How to File an Appeal

Your first level appeal must be made in writing within 180 days after you receive the notice of denial. The deadlines for additional levels of appeals are stated in the chart on page 98. If the appeal is not submitted by the applicable deadline, the initial decision will stand.

## Your Rights in the Appeal Process

- You have the right to review, free of charge, documents, records or other information relevant to your claim. A document, record or other information is relevant if it was relied upon in making the decision; it was submitted, considered or generated (regardless of whether it was relied upon); it demonstrates compliance with the Fund's administrative processes for ensuring consistent decision-making; or it constitutes a statement of Fund policy regarding the denied treatment or service.
- The appeal will be reviewed by an appropriate named fiduciary who is not the individual who initially denied your claim (or the first appeal decision in cases with more than one level of appeal).

- The reviewer will not give deference to the initial denial. The decision will be made on the basis of the record, including any additional written documents, records and comments that you submit.
- If your claim was denied on the basis of a medical judgment (such as a determination that the treatment or service was not Medically Necessary, or was investigational or experimental), a health care professional who has appropriate training and experience in a relevant field of medicine will be consulted.
- The health care professional shall be an individual who is neither the individual who was consulted in connection with your original appeal or the subordinate of such individual.
- Upon request, you will be provided with the identification of medical or vocational experts, if any, that gave advice to the Fund on your claim, without regard to whether their advice was relied upon in deciding your claim.

## Appeals Heard by the Trustees

Decisions on appeals will be made by the Board of Trustees, or a duly designated Committee of Trustees, at the next regularly scheduled meeting of the Board of Trustees or Committee, following receipt of your written request for review. However, if your appeal is received within 30 days of the next regularly scheduled meeting, your appeal will be considered at the second regularly scheduled meeting following receipt of your appeal. In special circumstances, a delay until the third regularly scheduled meeting following receipt of your appeal may be necessary. You will be advised in writing in advance if this extension will be necessary. Once a decision on your voluntary appeal has been reached, you will be notified of the decision as soon as possible. Once a decision on your mandatory appeal has been reached, you will be notified by no later than five days after the decision has been reached. The appeal decision shall be final and binding on all parties.

## Notice of Decision on Appeal

You will be notified in writing of the decision on any appeal of your claim. The notice of a denial of a claim on review will state:

- The specific reasons for the determination;
- Reference to the specific Fund provisions on which the determination is based;
- A statement that you are entitled to receive reasonable access to and copies of all documents relevant to your claim, upon request and free of charge;
- A statement of your right to bring a civil action under Section 502(a) of ERISA following the denial of an appeal;
- If an internal rule, guideline or protocol was relied upon by the Fund, you will receive either a copy of the rule or a statement that it is available upon request at no charge; and

- If the determination was based on Medical Necessity, or because the treatment was experimental or investigational, or other similar exclusion, you will receive an explanation of the scientific or clinical judgment for the determination applying the terms of the Fund to your claim, or a statement that it is available upon request at no charge.

## GRIEVANCES AND APPEALS FOR CLAIMS ADMINISTERED BY EMPIRE

This section describes the procedures for appealing denials of claims administered by Empire.

### Grievance Procedures

- A. Grievances.** Empire's Grievance procedure applies to any issue not relating to a Medical Necessity or experimental or investigational determination by Empire. For example, it applies to contractual benefit denials or issues or concerns you have regarding Empire's administrative policies or access to providers.
- B. Filing a Grievance.** You can contact Empire by phone at the number on your ID card, in person, or in writing to file a Grievance. You may submit an oral Grievance in connection with a denial of a Referral or a covered benefit determination. Empire may require that you sign a written acknowledgement of your oral Grievance, prepared by Empire. You or your designee has up to 180 calendar days from when you received the decision you are asking Empire to review to file the Grievance.

When Empire receives your Grievance, it will mail an acknowledgment letter within 15 business days. The acknowledgment letter will include the name, address, and telephone number of the person handling your Grievance, and indicate what additional information, if any, must be provided.

Empire keeps all requests and discussions confidential and Empire will take no discriminatory action because of your issue. Empire has a process for both standard and expedited Grievances, depending on the nature of Your inquiry.

- C. Grievance Determination.** Qualified personnel will review your Grievance, or if it is a clinical matter, a licensed, certified or registered Health Care Professional will look into it. Empire will decide the Grievance and notify you within the following timeframes:

#### **Expedited/Urgent Grievances:**

By phone, within the earlier of 48 hours of receipt of all necessary information or 72 hours of receipt of your Grievance. Written notice will be provided within 72 hours of receipt of your Grievance.

<b>Pre-Service Grievances:</b> <b>(A request for a service or treatment that has not yet been provided.)</b>	In writing, within 15 calendar days of receipt of your Grievance.
<b>Post-Service Grievances:</b> (A claim for a service or treatment that has already been provided.)	In writing, within 30 calendar days of receipt of your Grievance.
<b>All Other Grievances:</b> (That are not in relation to a claim or request for a service or treatment.)	In writing, within 45 calendar days of receipt of all necessary information but no more than 60 calendar days of receipt of your Grievance.

- D. Grievance Appeals.** If you are not satisfied with the resolution of your Grievance, you or your designee may file an Appeal by phone at the number on your ID card, in person, or in writing. You have up to 60 business days from receipt of the Grievance determination to file an appeal.

When Empire receives your Appeal, Empire will mail an acknowledgment letter within 15 business days. The acknowledgment letter will include the name, address, and telephone number of the person handling your Appeal and indicate what additional information, if any, must be provided.

One or more qualified personnel at a higher level than the personnel that rendered the Grievance determination will review it, or if it is a clinical matter, a clinical peer reviewer will look into it. Empire will decide the Appeal and notify you in writing within the following timeframes:

<b>Expedited/Urgent Grievances:</b>	The earlier of two 2 business days of receipt of all necessary information or 72 hours of receipt of your Appeal.
<b>Pre-Service Grievances:</b> (A request for a service or treatment that has not yet been provided.)	15 calendar days of receipt of your Appeal.
<b>Post-Service Grievances:</b> (A claim for a service or treatment that has already been provided.)	30 calendar days of receipt of your Appeal.
<b>All Other Grievances:</b> (That are not in relation to a claim or request for a service or treatment.)	30 business days of receipt of all necessary information to make a determination



## Utilization Review

- A. Utilization Review.** Empire reviews health services to determine whether the services are or were Medically Necessary or experimental or investigational (“Medically Necessary”). This process is called Utilization Review. Utilization Review includes all review activities, whether they take place prior to the service being performed (Preauthorization); when the service is being performed (concurrent); or after the service is performed (retrospective). If you have any questions about the Utilization Review process, please call the number on your ID card. The toll-free telephone number is available at least 40 hours a week with an after-hours answering machine.

All determinations that services are not Medically Necessary will be made by: 1) licensed Physicians; or 2) licensed, certified, registered or credentialed Health Care Professionals who are in the same profession and same or similar specialty as the Provider who typically manages your medical condition or disease or provides the health care service under review; or 3) with respect to mental health or substance use disorder treatment, licensed Physicians or licensed, certified, registered or credentialed Health Care Professionals who specialize in behavioral health and have experience in the delivery of mental health or substance use disorder courses of treatment. Empire does not compensate or provide financial incentives to its employees or reviewers for determining that services are not Medically Necessary. Empire has developed guidelines and protocols to assist Empire in this process. For substance use disorder treatment, Empire will use evidence-based and peer reviewed clinical review tools designated by OASAS that are appropriate to the age of the patient. Specific guidelines and protocols are available for your review upon request. For more information, call the number on your ID card, or visit Empire’s website at [www.empireblue.com](http://www.empireblue.com).

**B. Preauthorization Reviews.**

- 1. Non-Urgent Preauthorization Reviews.** If Empire has all the information necessary to make a determination regarding a Preauthorization review, Empire will make a determination and provide notice to you (or your designee) and your Provider, in writing, within fifteen (15) calendar days of receipt of the request. If Empire needs additional information, Empire will request it within fifteen (15) calendar days. You or your Provider will then have 45 calendar days to submit the information. If Empire receives the requested information within 45 days, Empire will make a determination and provide notice to you (or your designee) and your Provider, in writing, within fifteen (15) calendar days of Empire’s receipt of the additional information. If all necessary information is not received within 45 days, Empire will make a determination within 15 calendar days of the end of the 45-day period allowed to submit the additional information.
- 2. Urgent Preauthorization Reviews.** With respect to urgent Preauthorization requests, if Empire has all information necessary to make a determination, Empire will make a determination and provide notice to you (or your designee) and your Provider, in writing, within 72 hours of receipt of the request. If Empire needs additional information, Empire will request it within 24 hours. You or your Provider will then have 48 hours to submit the information. Empire will make a determination and provide notice to you (or your designee) and your Provider, in writing, within 48 hours of the earlier of Empire’s receipt of

the additional information or the end of the 48-hour period allowed to submit additional information.

3. **Court Ordered Treatment.** With respect to requests for mental health and/or substance use disorder services that have not yet been provided, if you (or your designee) certify, in a format acceptable to Empire, that you will be appearing, or have appeared, before a court of competent jurisdiction and may be subject to a court order requiring such services, Empire will make a determination and provide notice to you (or your designee) and your Provider by telephone within 72 hours of receipt of the request. Written notification will be provided within three (3) business days of Empire's receipt of the request. Where feasible, the telephonic and written notification will also be provided to the court.

## C. Concurrent Reviews

1. **Non-Urgent Concurrent Reviews.** Utilization Review decisions for services during the course of care (concurrent reviews) will be made, and notice provided to you (or your designee) and your Provider, in writing, within fifteen (15) calendar days of receipt of all necessary information.

If Empire needs additional information, Empire will request it within fifteen (15) calendar days of the receipt of the request. You or your Provider will then have 45 calendar days to submit the additional information. Empire will make a determination and provide notice to you (or your designee) and your Provider, in writing, within fifteen (15) calendar days of Empire's receipt of the additional information or, if Empire does not receive the information, within 15 calendar days of the end of the 45-day period allowed to provide the additional information.

2. **Urgent Concurrent Reviews.** For concurrent reviews that involve an extension of urgent care, if the request for coverage is made at least 24 hours prior to the expiration of a previously approved treatment, Empire will make a determination and provide notice to you (or your designee) and your Provider within 24 hours of receipt of the request.

If the request for coverage is not made at least 24 hours prior to the expiration of a previously approved treatment, Empire will make a determination and provide written notice to you (or your designee) and your Provider within 72 hours of receipt of the request. If Empire needs additional information, Empire will request it within 24 hours. You or your Provider will then have 48 hours to submit the information. Empire will make a determination and provide written notice to you (or your designee) and your Provider within the earlier of one (1) business day or 48 hours of Empire's receipt of the information or, if Empire does not receive the information, within 48 hours of the end of the 48-hour period.

3. **Inpatient Substance Use Disorder Treatment Reviews.** If a request for inpatient substance use disorder treatment is submitted to Empire at least 24 hours prior to discharge from an inpatient substance use disorder treatment admission, Empire will make a determination within 24 hours of receipt of the request and Empire will provide coverage for the inpatient substance use disorder treatment while Empire's determination is pending.

- D. **Retrospective Reviews.** If Empire has all information necessary to make a determination regarding a retrospective claim, Empire will make a determination and notify you and your

Provider within 30 calendar days of the receipt of the request. If Empire needs additional information, Empire will request it within 30 calendar days. You or your Provider will then have 45 calendar days to provide the information. Empire will make a determination and provide notice to you and your Provider in writing within 15 calendar days of the earlier of Empire's receipt of all or part of the requested information or the end of the 45-day period.

Once Empire has all the information to make a decision, Empire's failure to make a Utilization Review determination within the applicable time frames set forth above will be deemed an adverse determination subject to an internal Appeal.

- E. Retrospective Review of Preauthorized Services.** Empire may only reverse a preauthorized treatment, service or procedure on retrospective review when:
- The relevant medical information presented to Empire upon retrospective review is materially different from the information presented during the Preauthorization review;
  - The relevant medical information presented to Empire upon retrospective review existed at the time of the Preauthorization but was withheld or not made available to Empire;
  - Empire was not aware of the existence of such information at the time of the Preauthorization review; and
  - Had Empire been aware of such information, the treatment, service or procedure being requested would not have been authorized. The determination is made using the same specific standards, criteria or procedures as used during the Preauthorization review.
- F. Reconsideration.** If Empire did not attempt to consult with your Provider who recommended the Covered Service before making an adverse determination, the Provider may request reconsideration by the same clinical peer reviewer who made the adverse determination or a designated clinical peer reviewer if the original clinical peer reviewer is unavailable. For Preauthorization and concurrent reviews, the reconsideration will take place within one (1) business day of the request for reconsideration. If the adverse determination is upheld, a notice of adverse determination will be given to you and your Provider and in writing.
- G. Utilization Review Internal Appeals.** You, your designee, and, in retrospective review cases, your Provider, may request an internal Appeal of an adverse determination, either by phone, in person, or in writing.

You have up to 180 calendar days after you receive notice of the adverse determination to file an Appeal. Empire will acknowledge your request for an internal Appeal within 15 calendar days of receipt. This acknowledgment will include the name, address, and phone number of the person handling your Appeal and, if necessary, inform you of any additional information needed before a decision can be made. The Appeal will be decided by a clinical peer reviewer who is not subordinate to the clinical peer reviewer who made the initial adverse determination and who is 1) a Physician or 2) a Health Care Professional in the same or similar specialty as the Provider who typically manages the disease or condition at issue.

1. **Out-of-Network Service Denial.** You also have the right to Appeal the denial of a Preauthorization request for an out-of-network health service when Empire determines that the out-of-network health service is not materially different from an available in-network health service. A denial of an out-of-network health service is a service provided by a

Non-Participating Provider, but only when the service is not available from a Participating Provider. For a Utilization Review Appeal of denial of an out-of-network health service, you or your designee must submit:

- A written statement from your attending Physician, who must be a licensed, board-certified or board-eligible Physician qualified to practice in the specialty area of practice appropriate to treat your condition, that the requested out-of-network health service is materially different from the alternate health service available from a Participating Provider that Empire approved to treat your condition; and
  - Two (2) documents from the available medical and scientific evidence that the out-of-network service: 1) is likely to be more clinically beneficial to you than the alternate in-network service; and 2) that the adverse risk of the out-of-network service would likely not be substantially increased over the in-network health service.
2. **Out-of-Network Authorization Denial.** You also have the right to appeal the denial of a request for an authorization to a Non-Participating Provider when Empire determines that Empire has a Participating Provider with the appropriate training and experience to meet your particular health care needs who is able to provide the requested health care service. For a Utilization Review Appeal of an out-of-network authorization denial, you or your designee must submit a written statement from your attending Physician, who must be a licensed, board-certified or board-eligible Physician qualified to practice in the specialty area of practice appropriate to treat your condition:
- That the Participating Provider recommended by Empire does not have the appropriate training and experience to meet your particular health care needs for the health care service; and
  - Recommending a Non-Participating Provider with the appropriate training and experience to meet your particular health care needs who is able to provide the requested health care service.

#### H. **First Level Appeal.**

1. **Preauthorization Appeal.** If your Appeal relates to a Preauthorization request, Empire will decide the Appeal within 15 calendar days of receipt of the Appeal request. Written notice of the determination will be provided to you (or your designee), and where appropriate your Provider within two (2) business days after the determination is made, but no later than 15 calendar days after receipt of the Appeal request.
2. **Retrospective Appeal.** If your Appeal relates to a retrospective claim, Empire will decide the Appeal within 30 calendar days of receipt of the Appeal request. Written notice of the determination will be provided to you (or your designee) and where appropriate your Provider within two (2) business days after the determination is made, but no later than 30 calendar days after receipt of the Appeal request.
3. **Expedited Appeal.** An Appeal of a review of continued or extended health care services, additional services rendered in the course of continued treatment, home health care services following discharge from an inpatient Hospital admission, services in which a Provider requests an immediate review, mental health and/or substance use disorder services that may be subject to a court order or any other urgent matter will be handled on

an expedited basis. An expedited Appeal is not available for retrospective reviews. For an expedited Appeal, your Provider will have reasonable access to the clinical peer reviewer assigned to the Appeal within one (1) business day of receipt of the request for an Appeal. Your Provider and a clinical peer reviewer may exchange information by telephone or fax. An expedited Appeal will be determined within the earlier of 72 hours of receipt of the Appeal or two (2) business days of receipt of the information necessary to conduct the Appeal.

If you are not satisfied with the resolution of your expedited Appeal, you may file a standard internal Appeal or an external review.

Empire's failure to render a determination of your Appeal within 30 calendar days of receipt of the necessary information for a standard Appeal or within two (2) business days of receipt of the necessary information for an expedited Appeal will be deemed a reversal of the initial adverse determination.

**Substance Use Appeal.** If Empire denies a request for inpatient substance use disorder treatment that was submitted at least 24 hours prior to discharge from an inpatient admission, and you or your Provider file an expedited internal Appeal of Empire's adverse determination, Empire will decide the Appeal within 24 hours of receipt of the Appeal request. If you or your Provider file the expedited internal Appeal and an expedited external review within 24 hours of receipt of Empire's adverse determination, Empire will also provide coverage for the inpatient substance use disorder treatment while a determination on the internal Appeal and external review is pending.

- I. Second Level Appeal.** If Empire disagrees with the first level Appeal determination, you or your designee can file a second level Appeal. You or your designee can also file an external review. **The four (4) month timeframe for filing an external review begins on receipt of the final adverse determination on the first level of Appeal. By choosing to file a second level Appeal, the time may expire for you to file for external review.**

A second level Appeal must be filed within 60 calendar days of receipt of the final adverse determination on the first level Appeal. Empire will acknowledge your request for an internal Appeal within 15 calendar days of receipt. This acknowledgment will include the name, address, and phone number of the person handling your Appeal and inform you, if necessary, of any additional information needed before a decision can be made.

- 1. Preauthorization Appeal.** If your Appeal relates to a Preauthorization request, Empire will decide the Appeal within 15 calendar days of receipt of the Appeal request. Written notice of the determination will be provided to you (or your designee), and where appropriate, your Provider, within two (2) business days after the determination is made, but no later than 15 calendar days after receipt of the Appeal request.
- 2. Retrospective Appeal.** If your Appeal relates to a retrospective claim, Empire will decide the Appeal within 30 calendar days of receipt of the Appeal request. Written notice of the determination will be provided to you (or your designee), and where appropriate, your Provider, within two (2) business days after the determination is made, but no later than 30 calendar days after receipt of the Appeal request.

3. Expedited Appeal. If your Appeal relates to an urgent matter, Empire will decide the Appeal and provide written notice of the determination to you (or your designee), and where appropriate, your Provider, within 72 hours of receipt of the Appeal request.

## External Review

- A. If the outcome of the mandatory first level appeal is adverse to you, you may be eligible for an independent External Review pursuant to federal law.

You must submit your request for External Review to Empire within four (4) months of the notice of your final internal adverse determination.

A request for an External Review must be in writing unless Empire determines that it is not reasonable to require a written statement. You do not have to re-send the information that you submitted for internal appeal. However, you are encouraged to submit any additional information that you think is important for review.

- B. For pre-service claims involving urgent/concurrent care, you may proceed with an Expedited External Review without filing an internal appeal or while simultaneously pursuing an expedited appeal through Empire's internal appeal process. You or your authorized representative may request it orally or in writing. All necessary information, including Empire's decision, can be sent between Empire and you by telephone, facsimile or other similar method. To proceed with an Expedited External Review, you or your authorized representative must contact Empire at the number shown on your identification card and provide at least the following information:
  - the identity of the claimant;
  - the dates of the medical service;
  - the specific medical condition or symptom;
  - the provider's name
  - the service or supply for which approval of benefits was sought; and
  - any reasons why the appeal should be processed on a more expedited basis.
- C. All other requests for External Review should be submitted in writing unless Empire determines that it is not reasonable to require a written statement. Such requests should be submitted by you or your authorized representative to:

**Empire Appeal and Grievance Department**

PO Box 1407  
Church Street Station  
New York, NY 10008-1407

This is not an additional step that you must take in order to fulfill your appeal procedure obligations described above. Your decision to seek External Review will not affect your rights to any other benefits under the Plan. There is no charge for you to initiate an independent External Review. The External Review decision is final and binding on all parties except for any relief available through ERISA.



## Voluntary Appeal to the Trustees

If the two levels of appeal with Empire are denied, you then have the option to appeal to the Board of Trustees or duly designated Committee of Trustees. Such appeal must be filed within 60 calendar days of the date of Empire's Level 2 decision.

You are not required to file a voluntary appeal to the Trustees in order to fulfill your appeal procedure obligations. Your decision whether to file such an appeal will not affect your rights to any other benefits under the Fund. The Trustees' decision is final and binding on all parties except for any relief available through ERISA.

Your appeal to the Trustees must be in writing. No verbal appeals will be accepted. Once the appeal is received, the Fund Office will verify if Empire has previously issued a denial. If you have not filed first and second level appeals/grievances to Empire, you will have forfeited your right to an optional appeal to the Trustees.

If you or your Beneficiary take legal action following a denial of an appeal, the lawsuit must be filed in the United States District Court for the Southern District of New York in New York County, New York within 365 days from the notice of denial of the appeal.

## CLAIMS AND APPEALS FOR PRESCRIPTION BENEFITS ADMINISTERED BY EXPRESS SCRIPTS

This section describes the procedures for filing claims administered by Express Scripts.

A claim or appeal that is sent incorrectly to the Fund Office or other entity will have to be redirected to Express Scripts. The time frame for making the decision, as set forth below, will begin to run from the date the claim is received at Express Scripts (discussed further below in **When Claims Must Be Filed**).

### How to File a Prescription Claim

If you purchase a prescription drug at an Out-of-Network pharmacy (or from an In-Network pharmacy with the intent to seek reimbursement at a later date), a claim form may be obtained from the Fund Office by calling 800-529-3863 or by logging into Express Scripts' website at **www.express-scripts.com**. The claim form should be completed in its entirety and submitted to Express Scripts. If a request is filed improperly or the form is incomplete, the request will not constitute a claim under these procedures.

You will only receive notice of an improperly filed claim if the claim includes (i) your name, (ii) your specific medical condition or symptom and (iii) a specific treatment, service or product for which approval is requested. Complete all applicable portions of the form and include any Itemized Bills if the prescription has already been provided to you or any documentation requested to verify your claim. If claim forms are returned to you for additional information, claims processing delays will result.

## When Claims Must Be Filed

Claims must be filed in writing by no later than one year after the date the charges were incurred. However, you should always file claims as soon as possible after the date the charges are incurred.

Your claim will be considered to have been filed as soon as it is received by Express Scripts. Urgent claims may not be submitted in writing, but must be submitted by telephone to Express Scripts.

## Where to Submit Your Prescription Drug Claims

### **Express Scripts**

ATTN: Commercial Claims

P.O. Box 14711

Lexington, KY 40512-4711

## Claims Review Process

After you submit a properly completed claim form, Express Scripts decides the claim within the applicable time frames for decision-making.

## Notice of Decision

You will be provided with written notice of a denial of a claim (whether denied in whole or in part). A denial of a claim may include any claim where the Fund pays less than the total amount of expenses submitted. This notice will state:

- The specific reasons for the determination;
- Reference to the specific Fund provisions on which the determination is based;
- A description of any additional material or information necessary to perfect the claim, and an explanation of why the material or information is necessary;
- A description of the appeal procedures (including voluntary appeals, if any) and applicable time limits;
- A statement of your right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review;
- If an internal rule, guideline or protocol was relied upon in deciding your claim, you will receive either a copy of the rule or a statement that it is available upon request at no charge; and
- If the determination was based on the absence of Medical Necessity, or because the treatment was experimental or investigational or other similar exclusion, you will receive an explanation of the scientific or clinical judgment for the determination applying the terms of the Fund to your claim or a statement that it is available upon request at no charge.



## Appeal Process

If your claim is denied, you may file an appeal or grievance with Express Scripts. An appeal is a request to have Express Scripts reconsider a denial based on a finding that the service is not Medically Necessary or is considered to be experimental or investigational. A grievance is a request to have Express Scripts reconsider a denial based on any other terms of the Fund.

## How to File an Appeal or Grievance

Your appeal or grievance must be made in writing to Express Scripts within 180 days after you receive notice of denial. If the appeal or grievance is not submitted within that time frame, Express Scripts will not review it and its initial decision will stand.

The contact information for Express Scripts is:

**Express Scripts**

P.O. Box 66587

St. Louis, MO 63166-6587

Attn: Benefit Coverage Review Department

800-946-3979

## Time Frames for Appeals Decision-Making

**First Level.** Express Scripts will complete its review of your written appeal or grievance within 15 days of receipt of the appeal or grievance. If your appeal or grievance is for a submitted paper claim (a direct reimbursement claim for services provided by a non-network pharmacy, or, in some cases, an in-network pharmacy), Express Scripts will complete its review of your appeal or grievance within 30 days of receipt of the appeal or grievance.

**Second Level.** Your written request must be received within 90 days of the date of the decision on your First Level appeal or grievance. Express Scripts will complete its review of your appeal or grievance within 15 days of receipt of the appeal or grievance. If your appeal or grievance is for a submitted paper claim (a direct reimbursement claim for services provided by a non-network pharmacy or, in some cases, an in-network pharmacy), Express Scripts will complete its review of your appeal within 30 days of receipt of the appeal or grievance.

**Third Level.** The third level of appeal is a voluntary procedure. Should Express Scripts deny your Second Level appeal or grievance, you may file a voluntary third-level appeal with the Trustees. To request this voluntary appeal, or if you have any questions, please call the Fund Office. This third-level appeal is not required by the Fund and is only available if you request it. This third level of appeal must be filed within 60 days of the date of Express Scripts' denial of the Second Level appeal or grievance.

The voluntary level of appeal is available only after you have pursued the above-described mandatory appeals process. The Fund will not assert a failure to exhaust administrative remedies where you elect to pursue a claim in court rather than through the voluntary appeal. Where you choose to pursue a claim in court after completing the voluntary appeal, any statute of limitations applicable to your claim in court will be tolled (suspended) during the period of the voluntary appeals process.

## When and How to Request an External Review

The right to request an independent external review may be available for an adverse benefit determination involving medical judgment, rescission or a decision based on medical information, including determinations involving treatment that is considered experimental or investigational. Generally, all internal appeal rights must be exhausted prior to requesting an external review. The external review will be conducted by an IRO with medical experts who were not involved in the prior determination of the claim. The request must be received within four months of the date of the final internal adverse benefit determination, as explained below. (If the date that is four months from that date is a Saturday, Sunday or holiday, the deadline will be the next business day.)

An external review is available for eligible adverse benefit determinations as described above after the denial of an urgent Level 1 appeal or after the denial of a standard Level 2 appeal. Thus, the external review request must be received within four months of the date of denial of an urgent Level 1 appeal and within four months of the denial of a standard Level 2 appeal.

To submit an external review, the request must be mailed or faxed to:

**Express Scripts**

Attn: External Appeals Department

P.O. Box 66588

St. Louis, MO 63166-6588

800-753-2851 (phone)

877-852-4070 (fax)

## How an External Review is Processed

**Standard External Review.** Express Scripts will review the external review request within five business days to determine if it is eligible to be forwarded to an IRO and you will be notified within one business day of the decision.

If the request is eligible to be forwarded to an IRO, the request will randomly be assigned to an IRO and the appeal information will be compiled and sent to the IRO within five business days of assigning the IRO. The IRO will notify you in writing that it has received the request for an external review and if the IRO has determined that the claim involves medical judgment or rescission, the letter will describe your right to submit additional information within 10 business days for consideration to the IRO. Any additional information that you submit to the IRO will also be sent to Express Scripts for reconsideration. The IRO will review the claim within 45 calendar days from receipt of the request and will send you, the Fund and Express Scripts written notice of its decision. If the IRO has determined that the claim does not involve medical judgment or rescission, the IRO will notify you in writing that the claim is ineligible for external review.

**Urgent External Review.** Once an urgent external review request is submitted, the claim will immediately be reviewed to determine if it is eligible for an urgent external review. An urgent situation is one where in the opinion of the attending Provider, the application of the time periods for making non-urgent care determinations could seriously jeopardize the life or health or the ability for the patient to regain maximum function or would subject the patient to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim.

If the claim is eligible for urgent processing, the claim will immediately be reviewed to determine if the request is eligible to be forwarded to an IRO, and you will be notified of the decision. If the request is eligible to be forwarded to an IRO, the request will randomly be assigned to an IRO and the appeal information will be compiled and sent to the IRO. The IRO will review the claim within 72 hours from receipt of the request and will send you written notice of its decision.

## Voluntary Appeals to the Trustees

Your appeal to the Trustees must be made in writing. No verbal appeals will be accepted. Once the appeal is received, the Fund will verify if Express Scripts has previously issued a denial. If you have not filed First and Second Level appeals with Express Scripts, you will have forfeited your right to a voluntary appeal to the Trustees.

Decisions on appeals involving prescription benefits will be made by the Trustees at the next regularly scheduled meeting following receipt of your appeal. However, if your appeal is received within 30 days of the next regularly scheduled meeting, your appeal will be considered at the second regularly scheduled meeting following receipt of your request. In special circumstances, a delay until the third regularly scheduled meeting following receipt of your appeal may be necessary. You will be advised in writing in advance if this extension will be necessary. Once a decision on review of your appeal has been reached, you will be notified of the decision as soon as possible, after the decision has been reached. The Trustees' decision shall be final and binding on all parties.

# APPEALS FOR DENTAL BENEFITS

## Dental Appeals

There is one mandatory first level appeal to ASO/SIDS and a voluntary second level appeal to the Board of Trustees or duly designated Committee of Trustees.

### *Time Frames for Appeals Decision-making*

After you submit a first level mandatory appeal to ASO/SIDS, ASO/SIDS will complete its review of your appeal and notify you of its decision within 60 days of receipt of the appeal.

Your appeal to ASO/SIDS must be made in writing. No verbal appeals will be accepted.

If ASO/SIDS denies your appeal, you then have the option to appeal to the Trustees. Your voluntary appeal must be filed within 60 days of the date of the decision of ASO/SIDS' appeal.

Your appeal to the Trustees must be made in writing. No verbal appeals will be accepted. Once the appeal is received, the Fund will verify if ASO/SIDS has previously issued a denial. If you have not timely filed an appeal with ASO/SIDS, you will have forfeited your right to a voluntary appeal to the Trustees.

In order to utilize the voluntary optional appeal to the Trustees, your appeal must be received within 60 days of the date of ASO/SIDS's appeal decision. If the appeal is not submitted within that time frame, the Trustees will not review it and ASO/SIDS's decision will stand. The Trustees will complete

their review of your appeal at their next regularly scheduled meeting following receipt of your written appeal. However, if your appeal is received within 30 days of the next regularly scheduled meeting, your appeal will be considered at the second regularly scheduled meeting following receipt of your appeal.

You are not required to file a voluntary appeal to the Trustees in order to fulfill your appeal procedure obligations. Your decision whether to file such an appeal will not affect your rights to any other benefits under the Fund. The Trustees' decision is final and binding on all parties except for any relief available through ERISA.

## Notice of Decision on Appeal

A written notice of the appeal determination will be provided to you that includes:

- The specific reasons for the adverse benefit determination upon appeal, including (i) the denial code (if any) and its corresponding meaning, (ii) a description of the Plan's standard (if any) that was used in denying the claim, and (iii) a discussion of the decision;
- Reference the specific Plan provisions on which the denial is based;
- A statement that you are entitled to receive upon request, free access to and copies of documents relevant to the claim;
- A statement that you have the right to bring civil action under ERISA Section 502(a) following the appeal; and
- If the denial was based on an internal rule, guideline, protocol or similar criterion, a statement that such rule, guideline, protocol or criteria will be provided free of charge, upon request.

## Limitations on When and Where a Lawsuit May Be Started

You may not start a lawsuit to obtain benefits until you have filed an appeal and a final decision has been reached on your appeal, or until the appropriate time frame described above has elapsed since you filed an appeal and you have not received a final decision or notice that an extension will be necessary to reach a final decision (a deemed denial). However, a lawsuit may be started prior to you requesting or submitting a benefit dispute to any voluntary appeal. The law also permits you to pursue your remedies under Section 502(a) of ERISA without exhausting these appeal procedures if the Fund has failed to follow them, or if exhausting your administrative remedies would be futile.

If you or your Beneficiary takes legal action following a denial of an appeal, the lawsuit must be filed within 365 days from the notice of the denial of the appeal or of the date of the deemed denial. The lawsuit must be filed in the United States District Court for the Southern District of New York in New York County, New York.

In addition, any legal or equitable action related to any other claims you may have against the Fund, the Board of Trustees, Committee thereof, or any employee, fiduciary or representative of the Fund must be commenced within 365 days from the date that such claim arose and must be filed in the United States District Court for the Southern District of New York in New York County, New York. Such claims include, but are not limited to, claims related to COBRA, claims for penalties for an alleged failure to provide requested documents, claims to clarify your rights to future benefits under

the Plan, and any other claim to which the statute of limitations set forth in ERISA Section 413 does not apply.

## OTHER INFORMATION YOU SHOULD KNOW

### Plan Amendments or Termination

The Board of Trustees intends to continue the Welfare Fund indefinitely, however, it reserves the exclusive right to terminate, amend, modify, reduce, suspend your benefits, or increase your cost of benefits under the Plan at any time. Upon termination of the Plan, the Trustees shall apply the monies of the Fund to provide benefits or to otherwise carry out the purposes of the Plan in an equitable manner, until the entire remainder of the Fund has been disbursed.

### Representation

No Local Union officer, business agent, employee, employer or employer representative, Fund Office personnel, consultant or individual trustee or attorney is authorized to speak for the Trustees or commit the Board of Trustees on any matter relating to the Fund, without the express written authority of the Trustees.

The Board of Trustees (or a committee designated by them) is the named fiduciary that has the discretionary authority to control and manage the administration and operation of the Fund and Trust. The Board or designated committee shall have the full, exclusive and discretionary authority to make rules, regulations, interpretations and computations, construe the terms of the Fund, and determine all issues relating to coverage and eligibility for benefits. The Board or designated committee may also take other actions to administer the Fund as it may deem appropriate. The Board's or designated committee's decisions, interpretations and computations and other actions shall be final and binding on all persons.

### Plan Interpretation

In carrying out their respective responsibilities under the Plan, the Board of Trustees and other Plan fiduciaries and individuals to whom responsibility for the administration of the Plan has been delegated have discretionary authority to interpret the terms of the Plan and to determine eligibility and entitlement to benefits in accordance with the terms of the Plan, and to decide any fact related to eligibility for and entitlement to benefits. Any interpretation or determination under such discretionary authority will be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary or capricious.

### No Liability for the Practice of Medicine

Neither the Fund nor the Trustees nor any of their designees are engaged in the practice of medicine or dentistry; nor do any of them have any control over any diagnosis, treatment, care or lack thereof, or any health care services provided or delivered by any health care Provider; nor shall any of them

have any liability whatsoever for any loss or Injury caused by any health care Provider because of negligence, failure to provide care or treatment, or otherwise.

## Subrogation and Reimbursement

These provisions apply when the Plan pays benefits as a result of Injuries or Illnesses you sustained, and you have a right to a Recovery or have received a Recovery from any source. A “Recovery” includes, but is not limited to, monies received from any person or party, any person’s or party’s liability insurance, uninsured/underinsured motorist proceeds, Worker’s Compensation insurance or fund, “no-fault” insurance and/or automobile medical payments coverage, whether by lawsuit, settlement or otherwise. Regardless of how you or your representative or any agreements characterize the money you receive as a Recovery, it shall be subject to these provisions.

### Subrogation

The Plan may have the right to recover payments it makes on your behalf from a party responsible for compensating you for your Illnesses or Injuries, as permitted by applicable law. When a right to recovery exists, the following will apply:

- The Plan has first priority from any Recovery for the full amount of benefits it has paid regardless of whether you are fully compensated, and regardless of whether the payments you receive make you whole for your losses, Illnesses and/or Injuries;
- You and your legal representative must do whatever is necessary to enable the Plan to exercise the Plan’s rights and do nothing to prejudice those rights;
- If you or your legal representative fail to do whatever is necessary to enable the Plan to exercise its subrogation rights, the Plan shall be entitled to deduct the amount the Plan paid from any future benefits under the Plan;
- The Plan has the right to take whatever legal action it sees fit against any person, party or entity to recover the benefits paid under the Plan;
- To the extent that the total assets from which a Recovery is available are insufficient to satisfy in full the Plan’s subrogation claim and any claim held by you, the Plan’s subrogation claim shall be first satisfied before any part of a Recovery is applied to your claim, your attorney fees, other expenses or costs; and
- The Plan is not responsible for any attorney fees, attorney liens, other expenses or costs you incur without the Plan’s prior written consent. The “common fund” doctrine does not apply to any funds recovered by any attorney you hire regardless of whether funds recovered are used to repay benefits paid by the Plan.

### Reimbursement

If you obtain a Recovery and the Plan has not been repaid for the benefits the Plan paid on your behalf, the Plan shall have a right to be repaid from the Recovery, in the amount of the benefits paid on your behalf and the following provisions will apply:

- You must reimburse the Plan from any Recovery to the extent of benefits the Plan paid on your



behalf regardless of whether the payments you receive make you whole for your losses, illnesses and/or injuries;

- Notwithstanding any allocation or designation of your Recovery (e.g., pain and suffering) made in a settlement agreement or court order, the Plan shall have a right of full recovery, as permitted by applicable law, in first priority, against any Recovery. Further, the Plan's rights will not be reduced due to your negligence;
- You and your legal representative must hold in trust for the Plan the proceeds of the gross Recovery (i.e., the total amount of your Recovery before attorney fees, other expenses or costs) to be paid to the Plan immediately upon your receipt of the Recovery, as permitted by applicable law. You must reimburse the Plan, in first priority and without any set-off or reduction for attorney fees, other expenses or costs. The "common fund" doctrine does not apply to any funds recovered by any attorney you hire regardless of whether funds recovered are used to repay benefits paid by the Plan;
- If you fail to repay the Plan, the Plan shall be entitled to deduct any of the unsatisfied portion of the amount of benefits the Plan has paid or the amount of your Recovery whichever is less, from any future benefit under the Plan if:
- The amount the Plan paid on your behalf is not repaid or otherwise recovered by the Plan, or
- You fail to cooperate;
- If you fail to disclose the amount of your settlement to the Plan, the Plan shall be entitled to deduct the amount of the Plan's lien from any future benefit under the Plan;
- The Plan shall also be entitled to recover any of the unsatisfied portion of the amount the Plan has paid or the amount of your Recovery, whichever is less, to the extent permitted by applicable law, directly from the Providers to whom the Plan has made payments on your behalf. In such a circumstance, it may then be your obligation to pay the Provider the full billed amount, and the Plan will not have any obligation to pay the Provider or reimburse you; and
- The Plan is entitled to reimbursement from any Recovery, to the extent permitted by applicable law, in first priority, even if the Recovery does not fully satisfy the judgment, settlement or underlying claim for damages or fully compensate you or make you whole.

## Your Duties

- You must notify the Plan promptly of how, when and where an accident or incident resulting in personal Injury or Illness to you occurred and all information regarding the parties involved;
- You must cooperate with the Plan in the investigation, settlement and protection of the Plan's rights. If you or your legal representative fail to do whatever is necessary to enable the Plan to exercise its subrogation or reimbursement rights, the Plan shall be entitled to deduct the amount the Plan paid from any future benefits under the Plan;
- You must not do anything to prejudice the Plan's rights;
- You must send the Plan copies of all police reports, notices or other papers received in connection with the accident or incident resulting in personal Injury or Illness to you;
- You must promptly notify the Plan if you retain an attorney or if a lawsuit is filed on your behalf;

- The Board of Trustees (or a committee designated by them) has sole discretion to interpret the terms of the Subrogation and Reimbursement provision of this Plan in its entirety and reserves the right to make changes as it deems necessary;
- If the covered person is a minor, any amount recovered by the minor, the minor's trustee, guardian, parent, or other representative, shall be subject to this provision. Likewise, if the covered person's relatives, heirs, and/or assignees make any Recovery because of Injuries sustained by the covered person that Recovery shall be subject to this provision;
- The Plan shall be secondary in coverage to any medical payments provision, no-fault automobile insurance policy or personal injury protection policy regardless of any election made by you to the contrary. The Plan shall also be secondary to any excess insurance policy, including, but not limited to, school and/or athletic policies; and
- The Plan is entitled to recover its attorney's fees and costs incurred in enforcing this provision.

## Recovery of Over-payments

If a payment to you or your dependent or a Provider is determined to have been paid in error or otherwise be an overpayment, the Trustees may commence legal action to recover the overpayment as well as interest and fees incurred in pursuing the recovery and/or offset future claim payments to recover the amount overpaid. If the overpayment is not returned, the Fund may terminate your coverage and the coverage of your dependents until the overpayment is recovered.

## Healthcare Fraud

Illegal activity adds to everyone's cost for healthcare. That's why we need your help in fighting fraud. If you know of any fraud being committed with respect to the Fund, call the Fund's Chief Compliance Officer at 646-484-1665. If you know of any person receiving benefits administered through Empire or Express Scripts benefits who is not entitled to such benefits, call Empire's Fraud Hotline at 800-I-C-FRAUD (423-7283) and Express Scripts' Fraud Hotline at 866-216-7096 during normal business hours. If you want to see recent examples of Empire or Express Scripts' fraud prevention efforts, visit **www.empireblue.com** or **www.express-scripts.com**.

## Other Administrative and Funding Information

This section provides important information about third parties involved in providing and administering benefits.

**Medical and behavioral health benefits.** Benefits are self-funded; that is, they are paid out of Fund assets. The Fund has contracted with Empire BlueCross BlueShield (Empire) to administer the In-Network and Out-of-Network programs on the Fund's behalf, and the Fund pays an administrative fee for Empire's services. Empire may be contacted at:



**Empire BlueCross BlueShield**

P.O. Box 1407  
Church Street Station  
New York, NY 10008-1407  
844-416-6387  
**www.empireblue.com**

**Prescription drug benefits.** Benefits are paid out of Fund assets. The Fund has contracted with Express Scripts to administer the program on the Fund's behalf, and the Fund pays an administrative fee for Express Scripts' services. Express Scripts can be reached at:

**Express Scripts**

8111 Royal Ridge Parkway  
Irving, TX 75063  
Attention: Administrative Reviews  
800-939-2091 (phone)  
888-235-8551 (fax)  
**www.express-scripts.com**

**Dental benefits.** Benefits are paid out of Fund assets. The Fund has contracted with ASO/SIDS to provide claims and other administrative services, and the Fund pays an administrative fee for ASO/SIDS's services. ASO/SIDS can be reached at:

**Administrative Services Only, Inc./Self-Insured Dental Services ("ASO/SIDS")**

P.O. Box 9005 Group 95  
Lynbrook, NY 11563  
800-537-1238  
**www.asonet.com**

**Vision benefits.** Benefits are paid out of Fund assets. The Fund has contracted with General Vision Services ("GVS") and Comprehensive Professional Systems ("CPS") to provide access to Participating Providers and other administrative services. The Fund pays GVS and CPS a negotiated fee.

GVS can be reached at:

**General Vision Services**

520 Eighth Avenue, Ninth Floor  
New York, NY 10018  
212-594-2580

CPS can be reached at:

**Comprehensive Professional Systems, Inc.**

11 Hanover Square, Eighth Floor  
New York, NY 10005  
212-675-5745

# YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

As a participant in the Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). ERISA provides that all Plan participants are entitled to certain rights, as outlined in the following section.

## Receive Information About Your Plan and Benefits

You have the right to:

- Examine, without charge, at the Fund Office, all documents governing the Plan. These include insurance contracts, participation agreements, and a copy of the latest annual report (“Form 5500 Series”) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (“EBSA”).
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (“Form 5500 Series”) and updated SPD (the Plan Administrator may make a reasonable charge for the copies).

## Continue Group Health Plan Coverage

You have the right to continue health care coverage for yourself, Spouse or Dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your dependents must pay for such coverage.

## Prudent Actions By Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called fiduciaries of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and Beneficiaries. No one, including your Employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

## Enforce Your Rights

If your application for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. However, you may not begin any legal action, including proceedings before administrative agencies, until you have followed and exhausted the Plan’s claims and appeals procedures. If you or your Beneficiary decides to take legal action following a denial of an appeal, the lawsuit must be filed in the United States District Court for the

Southern District of New York in New York County, New York within 365 days from the notice of the denial of the appeal (or deemed denial).

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan Documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in the United States District Court for the Southern District of New York in New York County, New York. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. See the section on **Limitations on When and Where a Lawsuit May Be Started** for additional information regarding such suits.

If you have an application for benefits that is denied or ignored, in whole or in part, you may file suit subject to the limitations above in the United States District Court for the Southern District of New York in New York County, New York. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## Assistance With Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration ("EBSA"), U.S. Department of Labor, listed in your telephone directory or:

**Division of Technical Assistance and Inquiries**  
**Employee Benefits Security Administration**  
U.S. Department of Labor  
200 Constitution Avenue, NW  
Washington, DC 20210

For more information on your rights and responsibilities under ERISA or for a list of EBSA offices, contact EBSA by calling 866-444-3272 or visiting EBSA's website at **[www.dol.gov/ebsa](http://www.dol.gov/ebsa)**.

## PLAN FACTS

<b>Official Plan Name</b>	New York City District Council of Carpenters Welfare Fund
<b>Employer Identification Number (EIN)</b>	13-5615576
<b>Plan Number</b>	501
<b>Plan Year</b>	July 1 – June 30
<b>Type of Plan</b>	Welfare Plan providing medical, hospital, prescription drug, vision, and dental benefits. (Vision and dental benefits are only available if your employer has elected to provide them.)
<b>Funding of Benefits</b>	Contributions to the Welfare Fund are made by employers in accordance with collective bargaining agreements and participation agreements in force with the District Council, the Fund, or related organizations. These agreements require contributions to the Fund at fixed rates. A copy of any such agreement may be requested or examined at the Fund Office.
<b>Trust</b>	Contributions to the Fund are held in a trust under The Agreement and Declaration of Trust Establishing the New York City District Council of Carpenters Welfare Fund, as the same may be amended from time to time. The custodian for the Trust is The Bank of New York.
<b>Plan Administrator</b>	<p>The Welfare Fund is administered by a Board of Trustees composed of eleven trustees: five designated by employer associations and six designated by the District Council. Their names appear later in this SPD. The office of the Board of Trustees may be contacted at:</p> <p>Board of Trustees New York City District Council of Carpenters Welfare Fund 395 Hudson Street New York, NY 10014 212-366-7300</p>
<b>Plan Sponsor</b>	<p>The Welfare Fund is sponsored by the Board of Trustees. The office of the Board of Trustees may be contacted at:</p> <p>Board of Trustees New York City District Council of Carpenters Welfare Fund 395 Hudson Street New York, NY 10014 212-366-7300</p>

## SUMMARY PLAN DESCRIPTION

<b>Trustees</b>	Board of Trustees New York City District Council of Carpenters Welfare Fund 395 Hudson Street New York, NY 10014 212-366-7300
<b>Contributing Employers</b>	The Fund will provide you, upon written request, with information as to whether a particular employer is contributing to the Fund on behalf of employees, as well as the address of such employer. Additionally, a complete list of employers and Unions participating in the Fund may be obtained upon written request to the Fund Office and is available for examination at the Fund Office.
<b>Agent for Service of Legal Process</b>	Executive Director New York City District Council of Carpenters Welfare Fund 395 Hudson Street New York, NY 10014  Legal process may also be served on the Plan Administrator or the individual Trustees.

## MEMBERS OF THE BOARD OF TRUSTEES

### Trustees Designated by the District Council\*

	TITLE	ADDRESS
<b>Joseph Geiger</b>	Co-Chairman New York City and Vicinity District Council of the United Brotherhood of Carpenters and Joiners of America	New York City District Council of Carpenters Welfare Fund 395 Hudson Street New York, NY 10014
<b>Paul Capurso</b>	Trustee New York City and Vicinity District Council of the United Brotherhood of Carpenters and Joiners of America	New York City District Council of Carpenters Welfare Fund 395 Hudson Street New York, NY 10014
<b>Michael Cavanaugh</b>	Trustee New York City and Vicinity District Council of the United Brotherhood of Carpenters and Joiners of America	New York City District Council of Carpenters Welfare Fund 395 Hudson Street New York, NY 10014

## SUMMARY PLAN DESCRIPTION

<b>Michael Rodin</b>	Trustee New York City and Vicinity District Council of the United Brotherhood of Carpenters and Joiners of America	New York City District Council of Carpenters Welfare Fund 395 Hudson Street New York, NY 10014
<b>John Sheehy</b>	Trustee New York City and Vicinity District Council of the United Brotherhood of Carpenters and Joiners of America	New York City District Council of Carpenters Welfare Fund 395 Hudson Street New York, NY 10014

\*At the time of the issuance of this SPD, there was one vacancy among the Union Trustees.

## Trustees Designated by Employer Associations

	TITLE/EMPLOYER ASSOCIATION	ADDRESS
<b>David T. Meberg</b>	Co-Chairman Greater New York Floor Coverers Association	New York City District Council of Carpenters Welfare Fund 395 Hudson Street New York, NY 10014
<b>John DeLollis</b>	Trustee Association of Wall-Ceiling and Carpentry Industries of New York, Inc.	New York City District Council of Carpenters Welfare Fund 395 Hudson Street New York, NY 10014
<b>Kevin M. O'Callaghan</b>	Trustee The Hoist Trade Association	New York City District Council of Carpenters Welfare Fund 395 Hudson Street New York, NY 10014
<b>John O'Hare</b>	Trustee The Building Contractors Association	New York City District Council of Carpenters Welfare Fund 395 Hudson Street New York, NY 10014
<b>Michael Salgo</b>	Trustee The Cement League	New York City District Council of Carpenters Welfare Fund 395 Hudson Street New York, NY 10014

## GLOSSARY

<b>Active Employee</b>	An individual who works for an employer that has an agreement with the Fund that requires contributions to this Plan and who has met the Fund's eligibility requirements for Active plan participation.
<b>Adverse Determination</b>	A determination that reduces or denies benefits.
<b>Allowed Amount or Maximum Allowed Amount</b>	The Allowed Amount or the Maximum Allowed Amount is the maximum charge the Plan recognizes for any service and on which plan payments are based.
<b>Ambulatory Surgery</b>	See "Same-Day Surgery."
<b>Annual Out-of-Pocket Maximum</b>	The most you will have to pay in out-of-pocket costs for Deductibles, Copayments, and Coinsurance on Covered Services received during a calendar year. When you meet the Annual Out-of-Pocket Maximum, the Plan pays 100% of the Maximum Allowed Amount for covered expenses for the remainder of that calendar year. Any amount you pay above the Out-of-Network Maximum Allowed Amount does not count toward your Annual Out-of-Pocket Maximum.
<b>Authorized Services</b>	See "Precertified Services."
<b>Children</b>	Your eligible Children, until the end of the month in which the Child reaches age 26, including your biological Child, adopted Child (including a Child who has been placed with you for adoption) or stepchild.
<b>Copayment</b>	The fee you pay for office visits and certain Covered Services when you use Network Providers. The Plan then pays 100% of remaining covered expenses.
<b>Covered Employment</b>	Employment by an employer required to contribute to the Fund on your behalf pursuant to a participation agreement.
<b>Covered Services</b>	The services for which Providers provides benefits under the Fund's rules. For example, Empire covers one In-Network annual physical exam.

## SUMMARY PLAN DESCRIPTION

<b>Deductible</b>	The dollar amount you must pay each calendar year before the Plan pays benefits for covered In-Network and Out-of-Network services. If you have family coverage, once any family member meets his/her individual Deductible, the Plan will pay benefits for that family member. However, the benefits for other family members will not be paid until three or more eligible family members meet the family Deductible. Once the family Deductible is met, the Fund will pay benefits for covered In-Network or Out-of-Network services for the remainder of the year for all eligible family members. There are separate In-Network and Out-of-Network Deductibles.
<b>Disabled Child or Children</b>	A Disabled Child is an unmarried Child of any age who is incapable of self-sustaining employment due to physical or mental handicap. The handicap must begin before age 26 when coverage for the Child would usually end. A Child must be receiving Social Security Disability benefits to be considered incapable of self-sustaining employment.
<b>Gene Therapy</b>	Gene therapy typically involves replacing a gene that causes a medical problem with one that does not, adding genes to help the body fight or treat disease, or inactivating genes that cause medical problems. The Fund does not cover any charges related to gene therapy, whether those therapies have received approval from the FDA or are considered experimental or investigational. Illustrative examples of gene therapy include Chimeric Antigen Receptor T-Cell ("CAR-T") Therapies such as Kymriah and Yescarta, as well as Luxturna and Zolgensma, but new applications for gene therapies are submitted every year.



<p><b>Hospital/Facility</b></p>	<p>For purposes of certifying inpatient services, a Hospital or Facility must be a fully licensed acute-care general Facility that has all of the following on its own premises:</p> <p>A broad scope of major surgical, medical, therapeutic and diagnostic services available at all times to treat almost all illnesses, accidents and emergencies</p> <p>24-hour general nursing service with registered nurses who are on duty and present in the Hospital at all times</p> <p>A fully staffed operating room suitable for major surgery, together with anesthesia service and equipment. The Hospital must perform major surgery frequently enough to maintain a high level of expertise with respect to such surgery in order to ensure quality care</p> <p>Assigned emergency personnel and a “crash cart” to treat cardiac arrest and other medical emergencies</p> <p>Diagnostic radiology Facilities</p> <p>A pathology laboratory</p> <p>An organized medical staff of licensed doctors</p> <p>For pregnancy and childbirth services, the definition of “Hospital” includes any birthing center that has a participation agreement with either Empire or another BlueCross and/or BlueShield plan.</p> <p>For physical therapy purposes, the definition of a “Hospital” may include a rehabilitation Facility either approved by Empire or participating with Empire or another BlueCross and/or BlueShield plan other than specified above.</p> <p>For kidney dialysis treatment, a Facility in New York State qualifies for In-Network Benefits if the Facility has an operating certificate issued by the New York State Department of Health and participates with Empire or another BlueCross and/or BlueShield plan. In other states, the Facility must participate with another BlueCross and/or BlueShield plan and be certified by the state using criteria similar to New York’s. Out-of-Network benefits will be paid only for Non-Participating Facilities that have an appropriate operating certificate. <i>(continued)</i></p>
---------------------------------	---

## SUMMARY PLAN DESCRIPTION

<b>Hospital/Facility</b> <i>(continued)</i>	<p>For behavioral healthcare purposes, the definition of “Hospital” may include a Facility that has an operating certificate issued by the Commissioner of Mental Health under Article 31 of the New York Mental Hygiene Law; a Facility operated by the Office of Mental Health; or a Facility that has a participation agreement with Empire to provide mental and behavioral healthcare services. For alcohol and/or substance abuse received Out-of-Network, a Facility in New York State must be certified by the Office of Alcoholism and Substance Abuse Services. A Facility outside of New York State must be approved by the Joint Commission on the Accreditation of Healthcare Organizations.</p> <p>For certain specified benefits, the definition of a “Hospital” or “Facility” may include a Hospital, Hospital department or Facility that has a special agreement with Empire.</p> <p>Empire does not recognize the following Facilities as Hospitals: nursing or convalescent homes and institutions; rehabilitation Facilities (except as noted above); institutions primarily for rest or for the aged; spas; sanitariums; infirmaries at schools, colleges or camps.</p>
<b>Illness</b>	<p>Any sickness, disorder, or disease. Pregnancy is treated in the same manner as an Illness under this Plan for you or an eligible dependent.</p>
<b>In-Network Benefits</b>	<p>Benefits for Covered Services delivered by Network Providers and suppliers. Services provided must fall within the scope of their individual professional licenses.</p>
<b>In-Network Coinsurance</b>	<p>Percentage of the Allowed Amount that you must pay for certain In-Network services. Once you meet your annual In-Network out-of-pocket maximum, the Plan will pay 100% of Empire’s Maximum Allowed Amount.</p> <p>Refer to the Schedule of Benefits for your In-Network Coinsurance and out-of-pocket maximum amounts.</p>
<b>In-Network Provider/ Supplier</b>	<p>A doctor, other professional Provider, or durable medical equipment, home health care or home infusion supplier who:</p> <ul style="list-style-type: none"> <li>Is in Empire’s POS network</li> <li>Is in the PPO network of another BlueCross and/or BlueShield plan</li> <li>Has a negotiated rate arrangement with another BlueCross and/or BlueShield plan that does not have a PPO network</li> </ul>
<b>Injury</b>	<p>A bodily Injury resulting directly from an accident and independently of other causes, which occurs while you are covered under this Plan.</p>

<b>Itemized Bill</b>	<p>A bill from a Provider, Hospital or ambulance service that gives information that Empire needs to settle your claim. Provider and Hospital bills will contain the patient's name, diagnosis, and date and charge for each service performed. A Provider bill will also have the Provider's name and address and descriptions of each service, while a Hospital bill will have the subscriber's name and address, the patient's date of birth and the plan holder's Empire identification number. Ambulance bills will include the patient's full name and address, date and reason for service, total mileage traveled, and charges.</p>
<b>Medically Necessary</b>	<p>Services, supplies or equipment provided by a Hospital or other Provider of health services that are:</p> <p>Consistent with the symptoms or diagnosis and treatment of the patient's condition, illness or injury,</p> <p>In accordance with standards of good medical practice,</p> <p>Not solely for the convenience of the patient, the family or the Provider,</p> <p>Not primarily custodial, and</p> <p>The most appropriate level of service that can be safely provided to the patient.</p> <p>The fact that a Network Provider may have prescribed, recommended or approved a service, supply or equipment does not, in itself, make it Medically Necessary.</p>
<b>Non-Participating Hospital/Facility</b>	<p>A Hospital or Facility that does not have a contract with Empire or another BlueCross and/or BlueShield plan to provide services to persons covered under Empire's POS or PPO contract. Or a Hospital or Facility that does not accept negotiated rate arrangements as payment in full in a plan area without a PPO network.</p>
<b>Operating Area</b>	<p>Empire operates in the following 28 eastern New York State counties: Albany, Bronx, Clinton, Columbia, Delaware, Dutchess, Essex, Fulton, Greene, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester.</p>
<b>Out-of-Network Benefits</b>	<p>Reimbursement for Covered Services provided by Out-of-Network Providers and suppliers. Out-of-Network benefits are subject to a Deductible and Coinsurance and generally have higher out-of-pocket costs.</p>

## SUMMARY PLAN DESCRIPTION

<b>Out-of-Network Coinsurance</b>	Percentage of the Allowed Amount that you must pay for certain Out-of-Network services. Once you meet your annual Out-of-Network out-of-pocket maximum, you will not be required to pay any additional cost-sharing, but you will be responsible to pay the difference between the Provider's actual charge and Empire's Allowed Amount. Refer to Your Schedule of Benefits section for your Out-of-Network Deductible, Coinsurance, and out-of-pocket maximum amounts.
<b>Out-of-Network Providers/Suppliers</b>	<p>A doctor, other professional Provider, or durable medical equipment, home health care or home infusion supplier who:</p> <p>Is not in Empire's POS network</p> <p>Is not in the PPO network of another BlueCross and/or BlueShield plan</p> <p>Does not have a negotiated rate with another BlueCross and/or BlueShield plan</p>
<b>Outpatient Surgery</b>	See "Same-Day Surgery."
<b>Participating Hospital/Facility</b>	<p>A Hospital or Facility that:</p> <p>Is in Empire's POS network</p> <p>Is in the PPO network of another BlueCross and/or BlueShield plan</p> <p>Has a negotiated rate arrangement with another BlueCross and/or BlueShield plan that does not have a PPO network</p>
<b>Plan Administrator</b>	The Board of Trustees
<b>Precertified Services</b>	Services that must be coordinated and approved by Empire's Medical Management, Behavioral Healthcare Management, or MEND Programs before you receive them to be fully covered by your plan.

## SUMMARY PLAN DESCRIPTION

<b>Provider</b>	<p>A Hospital or Facility (as defined earlier in this section), or other appropriately licensed or certified professional healthcare practitioner. Empire will pay benefits only for Covered Services within the scope of the practitioner's license.</p> <p>For behavioral healthcare purposes, "Provider" includes care from licensed psychiatrists or psychologists; licensed clinical social workers; licensed mental health counselors; licensed marriage and family therapists; licensed psychoanalysts; licensed psychiatric nurse, licensed as a nurse practitioner or clinical nurse specialist or a professional corporation or a university faculty practice corporation thereof. Social workers must be licensed by the New York State Education Department or a comparable organization in another state and have three years of post-degree supervised experience in psychotherapy and an additional three years of post-licensure supervised experience in psychotherapy.</p> <p>For maternity care purposes, "Provider" includes a certified nurse-midwife affiliated with or practicing in conjunction with a licensed Facility and whose services are provided under qualified medical direction.</p>
<b>Same-Day Surgery</b>	<p>Same-day, ambulatory or Outpatient Surgery is surgery that does not require an overnight stay in a Hospital.</p>
<b>Treatment Maximums</b>	<p>Maximum number of covered visits for certain treatments. When a service is covered both in and out-of-network, the number of in and out of network visits are combined when counting toward the maximum.</p>

NYC District Council of Carpenters Benefits Funds  
395 Hudson Street  
New York, NY 10014



Presorted First Class  
US Postage  
**PAID**  
Wilkes-Barre, PA  
Permit #188