

1199SEIU

LICENSED PRACTICAL NURSES WELFARE FUND



Our Benefits

SUMMARY PLAN DESCRIPTION
OF YOUR HEALTH AND WELFARE BENEFITS

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LANGUAGE ASSISTANCE SERVICES

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al (646) 473-9200.

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 (646) 473-9200。

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните (646) 473-9200.

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele (646) 473-9200.

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다.(646) 473-9200.

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero (646) 473-9200.

שפראך הילף סערוויסעס פריי פון אפצאל. רופט אויב איר רעדט אידיש, זענען פארהאן פאר אייך: אויפמערקזאם: (646) 473-9200.

লক্ষ্য করুন: যদি আপনি বাংলা, কখা বলতে পারেন, তাহলে নীচেরচায় ভাষা সহায়তা পরিষেবা উপলব্ধ আছে। ফোন করুন ১ (646) 473-9200.

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer (646) 473-9200.

إف، غللا ركذا ثدحتت تنك اذا: فظوحم كل رفاوتت ةىوغللا تدعاسملا تامدخ مقرر ل لصتا. (646) 473-9200.

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez (646) 473-9200.

శ్రద్ధ వేటంజి: ఒకవేళ మీరు తెలుగు భాష మాట్లాడుతున్నట్లయితే, మీ కొరకు తెలుగు భాషా సహాయక సేవలు ఉచితంగా లభిస్తాయి. (646) 473-9200.

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa (646) 473-9200.

ΠΡΟΣΟΧΗ: Αν μιλάτε ελληνικά, στη διαθέσιμή σας βρίσκονται υπηρεσίες γλωσσικής υποστήριξης, οι οποίες παρέχονται δωρεάν. Καλέστε (646) 473-9200.

KUJDES: Nëse flitni shqip, për ju ka një dispozicion shërbime të asistencës gjuhësore, pa pagesë. Telefononi në (646) 473-9200.

This booklet serves as both a Summary Plan Description and Plan Document (“SPD”) for participants in the 1199SEIU Licensed Practical Nurses Welfare Fund.

The Plan is administered by the Board of Trustees (the “Trustees”) of the 1199SEIU Licensed Practical Nurses Welfare Fund. No individual or entity, other than the Trustees (including any duly authorized designee thereof) has any authority to interpret the provisions of this Plan Document or to make any promises to you about the Plan.

The Trustees reserve the right to amend, modify, discontinue or terminate all or part of this Plan for any reason and at any time when, in their judgment, it is appropriate to do so. These changes may be made by formal amendments to the Plan, resolutions of the Board of Trustees, actions by the Trustees when not in session by telephone or in writing, and/or any other methods allowed for Trustee actions.

If the Plan is amended or terminated, you and other active and retired employees may not receive benefits as described in this Plan Document. This may happen at any time if the Trustees decide to terminate the Plan or your coverage under the Plan. In no event will any active employee or retiree become entitled to any vested or otherwise non-forfeitable rights under the Plan.

The Trustees (including any duly authorized designee of the Trustees) reserve the complete authority and discretion to construe the terms of the Plan (and any related Plan documents) including, without limitation, the authority to determine the eligibility for and the amount of benefits payable under the Plan. These decisions shall be final and binding upon all parties affected by such decisions.

This SPD and the Benefit Fund staff are your sources of information on the Plan. You cannot rely on information from co-workers or Union or Employer representatives. If you have any questions about the Plan and how its coverage works, the Fund staff will be glad to help you. Because telephone conversations and other oral statements can easily be misunderstood, they cannot be relied upon if they are in conflict with what is stated in this Plan Document.

NEED HELP WITH THE SUMMARY PLAN DESCRIPTION (“SPD”)?

This SPD is a summary of your benefits and the policies and procedures for using these benefits with the 1199SEIU Licensed Practical Nurses Welfare Fund.

If the language is not clear to you, you can get assistance by calling the Benefit Fund at (646) 473-9200.

Office hours for the Fund are 8:00 am to 6:00 pm, Monday through Friday.

¿NECESITA AYUDA CON EL SUMARIO DE DESCRIPCIÓN DEL PLAN?

Este folleto es un sumario en inglés de sus derechos y beneficios bajo el 1199SEIU Licensed Practical Nurses Welfare Fund.

Si usted no entiende este sumario y necesita ayuda, llame al Fondo al (646) 473-9200.

Las horas de oficina del Fondo son de 8:00 am a 6:00 pm de lunes a viernes.

The Fund believes it is a “grandfathered health plan” under the Patient Protection and Affordable Care Act (the “Affordable Care Act”). A grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted in 2010. Being a grandfathered health plan means that this plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for an external review process for claims appeals. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits. Questions regarding which protections apply and which protections do not apply to a grandfathered health plan can be directed to the Plan Administrator at (646) 473-9200. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at (866) 444-3272 or www.dol.gov/ebsa/healthreform. This website has a table summarizing which protections do and do not apply to grandfathered health plans.

January 2019

Dear 1199SEIU Member:

The Benefit Fund provides you and your dependents with Insurance Benefits for both full-time and part-time 1199SEIU Licensed Practical Nurses (LPNs) employed by NYC Health + Hospitals (formerly the New York City Health and Hospitals Corporation). Hospital and Medical Benefits are provided to you directly by the City of New York and are not described in this SPD.

This SPD is designed to make it easier for you to find the information you need and to understand your rights and responsibilities under the Plan.

It is important that you read the entire SPD so that you know:

- What benefits you are eligible to receive;
- What policies and procedures need to be followed to get your benefits; and
- How to use your benefits wisely.

If you have any questions or concerns about any of your benefits or coverage, call the Benefit Fund’s Member Services Department at (646) 473-9200. The Fund staff can answer your question, refer you to another department or take the information and get back to you later with an answer. If you have any questions or concerns about your dental benefits, you may call Healthplex at (800) 468-0600.

The Benefit Fund cares about you and your family. The Fund looks forward to continuing to provide you with this supplemental package of benefits in the years ahead for you and your family.

The Board of Trustees

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NEED TO KNOW WHAT “FAMILY” MEANS IN THIS SPD?

Refer to the Definitions Section

Section VIII lists the terms used in this SPD and explains how they are defined by the Benefit Fund.

Refer to this section if you have any questions about the meaning of specific words or phrases, such as “spouse” or “dependent.” For example, “dependent,” as used in this SPD, refers only to your spouse or your children who are eligible for benefits from this Fund.

If you have any further questions, please call the Fund's Member Services Department at (646) 473-9200.

YOUR BENEFIT FUND

As a member of the Benefit Fund employed by NYC Health + Hospitals (formerly the New York City Health and Hospitals Corporation), you receive your Supplemental Insurance Benefits through the Fund.

This Benefit Fund is a “**grandfathered health plan**” that provides “minimum essential coverage” but not “minimum value,” as those terms are defined by the Patient Protection and Affordable Care Act (the “Affordable Care Act”).

A grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted in 2010. Being a grandfathered health plan means that this plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for an external review process for claims appeals. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits. Questions regarding which protections apply and which protections do not apply to a grandfathered health plan can be directed to the Plan Administrator at (646) 473-9200. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at (866) 444-3272 or www.dol.gov/ebsa/healthreform. This website has a table summarizing which protections do and do not apply to grandfathered health plans.

Minimum essential coverage is healthcare coverage that the Affordable Care Act requires most people to have.

Minimum value is a standard of health plan benefits established under the Affordable Care Act. A health plan meets this standard if it is designed to pay at least 60% of the total cost of medical services for a standard population. Individuals offered Employer-sponsored coverage that provides minimum value and that's affordable won't be eligible for a premium tax credit for coverage through the Health Insurance Marketplace.

YOUR EMPLOYER PAYS FOR YOUR BENEFITS

Your coverage is provided as a result of a Collective Bargaining Agreement between your Employer and your Union — 1199SEIU United Healthcare Workers East (“1199SEIU”) — which requires that your Employer make payments to the Benefit Fund on your behalf for health and other benefits.

The cost of your benefits is paid for with **contributions** to the Fund by your Employer. These payments are called contributions because they go into a large pool of money used to pay for all the benefits for all 1199SEIU members and their families covered by the Plan.

Your Union dues are paid to 1199SEIU to cover the cost of running the Union — not to the Fund to cover the cost of providing Health and Welfare Benefits.

This Benefit Fund is Jointly Administered together with other affiliated Benefit Funds serving people in 1199SEIU bargaining units. All these funds are housed together and share staff, services and eligibility information. This allows your benefits to be administered efficiently.

OVERVIEW OF YOUR BENEFITS

OVERVIEW OF YOUR BENEFITS

IMPORTANT PHONE NUMBERS

Member Services Department

(646) 473-9200

For answers to questions about your eligibility and benefits.

Dental Benefits

Healthplex

(800) 468-0600

Prescription Drugs

Express Scripts

(800) 818-6720

Vision Care

General Vision Services (GVS)

(800) VISION-1 (847-4661)

Short-term Disability Benefits

(646) 473-9200

Long-term Disability Benefits

(646) 473-6710

Hearing Aids

General Hearing Services (GHS)

(888) 899-1447

Life Insurance Benefits

(646) 473-9200

You can also visit our website at www.1199SEIUBenefits.org, for forms, directories and other information. From our website, you can also click on the link to My Account, and create your own account to check your eligibility, find out whether a claim has been paid, change your address or update other information.

The Benefit Fund has no pre-existing condition exclusions. A pre-existing condition is a medical condition, illness or health problem that existed before you enrolled in the Fund.

The Fund believes that it is a “grandfathered health plan” under the Patient Protection and Affordable Care Act (the “Affordable Care Act”).

OVERVIEW OF YOUR BENEFITS

The following is a quick reference guide that gives you an overview of your benefits. Do not rely on this chart alone. For a full explanation of each benefit, please read the rest of this SPD as well as any information provided to you by Healthplex.

LEGEND

Member – You, the member

Spouse – Your spouse or registered domestic partner, if eligible

Children – Your children, if eligible

Family – You, your spouse or registered domestic partner, and your children, if eligible

See Section I.A of this SPD to determine if you, your spouse and/or your children are eligible for benefits.

Benefit Coverage	Full-time LPN	Part-time LPN
<p>VISION CARE</p> <ul style="list-style-type: none"> • One eye exam every two years • A selection of eyeglass frames in the Benefit Fund’s program and any prescription plastic lenses • In lieu of eyeglasses, one order of contact lenses every two years • Some frames, lenses, contact lenses and related services require a co-payment 	Family	Member Only
<p>HEARING AIDS</p> <ul style="list-style-type: none"> • Hearing Benefits up to \$500 for each ear in a 48-month period • Reimbursement includes purchase of the hearing aid, repair and cost of batteries 	Family	Not Covered

Benefit Coverage	Full-time LPN	Part-time LPN
<p>DENTAL</p> <p>Full-time LPN:</p> <ul style="list-style-type: none"> • Full-time employees and their eligible dependents will each be eligible for a maximum benefit of \$3,000 per person (excluding essential oral pediatric services) per calendar year for preventive, basic and major services • No out-of-pocket costs using Healthplex Liberty Preferred Provider Organization (PPO) dentists <p>Part-time LPN:</p> <ul style="list-style-type: none"> • Part-time employees will each be eligible for a maximum benefit of \$3,000 per calendar year for preventive, basic and major services • No out-of-pocket costs using Healthplex Liberty Preferred Provider Organization (PPO) dentists 	Family	Member Only
<p>PRESCRIPTION DRUGS</p> <ul style="list-style-type: none"> • Covers FDA-approved prescription medications • No co-payments when you use generic and preferred drugs where available • Use Participating Pharmacies • Mandatory Maintenance Drug Access Program for chronic conditions — <i>The 1199SEIU 90-Day Rx Solution</i> • Prior Authorization needed for certain medications • Please refer to “What Is Not Covered” in Section II.D 	Family	Family

Benefit Coverage	Full-time LPN	Part-time LPN
<p>SHORT-TERM DISABILITY</p> <ul style="list-style-type: none"> • For accidents/injuries or illnesses that are not work-related • Amount is based on your Average Weekly Earnings to a maximum weekly benefit of \$300 • Coverage up to a maximum of 26 weeks within a 52-week period • For Long-term Disability Benefits, see Section III.B. 	Member Only	Not Covered
<p>LIFE INSURANCE</p> <p>Full-time LPN:</p> <ul style="list-style-type: none"> • \$25,000 for Member • \$8,000 for Spouse • \$4,000 for Dependent Children <p>Part-time LPN:</p> <ul style="list-style-type: none"> • \$12,500 for Member • \$4,000 for Spouse • \$2,000 for Dependent Children 	Family	Family
<p>SOCIAL SERVICES</p> <ul style="list-style-type: none"> • Wellness Member Assistance Program • Citizenship Program • Weekly Legal Clinic 	Member Only	Member Only
<p>LPN WELFARE FUND SCHOLARSHIP PROGRAM</p> <ul style="list-style-type: none"> • \$750 scholarship per year for each dependent child who is an eligible student • Additional \$750 scholarship per year for a student pursuing a healthcare degree 	Dependent Child	Not Covered

SECTION I – ELIGIBILITY

- A. Who Is Eligible
- B. When Your Coverage Begins
- C. Enrolling in the Benefit Fund
- D. Coordinating Your Benefits
- E. When Your Benefits Stop
- F. Your COBRA Rights

WHERE TO CALL

Member Services Department (646) 473-9200

Call the Member Services Department to:

- Check whether you are eligible to receive benefits
- Request any forms
- Update the information on your **Enrollment Form** (address, phone number, dependents, etc.)
- Report any errors on your ID cards
- Get the answers to any of your questions

COBRA Department (646) 473-6815

Call the COBRA Department to:

- Apply for COBRA continuation coverage
- Get more information on COBRA

You can also visit our website at www.1199SEIUBenefits.org, for forms and other information.

NO PRE-EXISTING CONDITION EXCLUSIONS

The Benefit Fund has no pre-existing condition exclusions. A pre-existing condition is a medical condition, illness or health problem that existed before you enrolled in the Fund.

ELIGIBILITY RESOURCE GUIDE

REMINDERS

- You must enroll in the 1199SEIU Licensed Practical Nurses Welfare Fund to be eligible for benefits.
- Check the information on your ID cards and notify the Benefit Fund of any incorrect information *immediately*.
- Fill out all forms completely and attach all the documents required. Otherwise, your claim may be delayed or your benefits denied.
- Notify the Benefit Fund of any change of address, phone number, dependents, etc.
- Notify the Benefit Fund when you change Employers in order for your coverage to continue.
- File a **Disability Certification Form** every year if your child is disabled and eligible to receive benefits after age 26 (see Section I.A).
- Notify the Benefit Fund of any change that will affect your right to COBRA continuation coverage.
- Call the Benefit Fund if you want to continue your life insurance after your coverage ends.

SECTION I. A

WHO IS ELIGIBLE

YOU

You are eligible to participate in the 1199SEIU Licensed Practical Nurses Welfare Fund if:

- You are employed as a full-time or part-time Licensed Practical Nurse by New York City Health + Hospitals (formerly the New York City Health and Hospitals Corporation), who is making contributions to the Benefit Fund on your behalf based on your employment for the benefits in this SPD.

YOUR SPOUSE OR DOMESTIC PARTNER

Your **spouse** may be eligible if:

- You and your spouse are legally married. If you and your spouse are legally divorced or legally separated, your spouse cannot enroll in the Benefit Fund.
- Your **domestic partner** may be eligible if you and your domestic partner are registered with New York City. Call (212) 306-7605, for information on eligibility and tax consequences. If you and your domestic partner are not registered in NYC, are legally separated or have terminated the domestic partnership, your domestic partner cannot enroll in the Benefit Fund.

- You have provided documents as requested by the Benefit Fund.

NOTE: Generally, wherever the term “your spouse” is used in this SPD, it is intended to refer to your registered NYC domestic partner as well, except where noted otherwise or when the context would indicate that such usage is not intended.

IMPORTANT INFORMATION

Changes within your family that relate to eligibility must be reported to the Benefit Fund *immediately* and in no case more than 30 days from the date of the event. Such changes include:

- Separation, divorce or death of a spouse
- Termination of a registered NYC domestic partnership
- Change in status of your dependent children

Failure to do so may jeopardize your benefits and result in your being responsible for any benefits provided by the Fund for the period in which your spouse or dependent children were not eligible.

Benefit Fund coverage of a spouse ends upon legal separation or divorce, except to the extent your spouse timely elects and pays for COBRA continuation coverage (see Section I.F).

YOUR CHILDREN

Your **children** may be eligible up to their 26th birthday if **all** the following conditions are met:

- They're your biological children; or
- They're your legally adopted children (coverage for legally adopted children starts from placement); or
- You are their legal parent identified on their birth certificate; and
- You have provided updated information about your child's coverage under other benefit plans as requested by the Fund.

Your stepchildren, foster children and grandchildren are **not covered** by the Benefit Fund. A child of your spouse cannot be covered by the Benefit Fund unless you are the child's legally recognized parent or the child is legally adopted by you or placed for adoption with you.

Notwithstanding the above, your children are eligible for Life Insurance Benefits from birth until age 19, or up to age 23 if they are students.

CHILDREN WITH DISABILITIES

If your child is disabled, as described below, coverage for your child may continue after age 26 if **all** of the following additional conditions are met:

- There is no other coverage available from either a government agency or through a special organization;
- Your child is not married;

- Your child became disabled before age 26; and
- You file a properly completed **Disability Certification Form** with the Benefit Fund each year after your child reaches age 26.

Your child is considered disabled if the Trustees determine, in their discretion, that your child lacks the ability to engage in any substantial gainful activity due to any physical or mental impairment that is verified by a physician, and the physical or mental impairment is expected to last for a continuous period of not less than 12 months or to result in death.

QUALIFIED MEDICAL CHILD SUPPORT ORDER

The Benefit Fund will comply with the terms of any Qualified Medical Child Support Order (QMCSO) as the term is defined in the Employee Retirement Income Security Act of 1974 (ERISA), as amended.

The Plan Administrator will determine the qualified status of a medical child support order in accordance with the Benefit Fund's written procedures. A copy of these procedures is available, without charge, from the Benefit Fund.

SECTION I. B

WHEN YOUR COVERAGE BEGINS

YOU CAN START RECEIVING BENEFITS FROM THE BENEFIT FUND AFTER ALL OF THE FOLLOWING CONDITIONS ARE MET:

- You are hired by New York City Health + Hospitals (formerly the New York City Health and Hospitals Corporation) as a full-time or part-time Licensed Practical Nurse;
- Your Employer has submitted contributions to the Benefit Fund on your behalf; and
- You have submitted an **Enrollment Form** to the 1199SEIU Family of Funds' Eligibility Department.

Your coverage will begin the first of the month following your satisfaction of the above criteria.

FOR YOUR DEPENDENTS

Coverage for your spouse and/or your children starts at the same time your coverage begins, provided they are eligible to receive coverage as described in Section I.A.

Coverage begins for a new dependent on the day he or she becomes your dependent.

SECTION I. C

ENROLLING IN THE BENEFIT FUND

TO GET YOUR BENEFITS, YOU MUST FIRST ENROLL

You must fill out an **Enrollment Form** and send it to the 1199SEIU Family of Funds' Eligibility Department before you will be eligible for benefits.

To enroll in the Benefit Fund:

1. Obtain an 1199SEIU LPN **Enrollment Form** from the Fund by calling the Member Services Department at (646) 473-9200, and identifying yourself as a NYC Health + Hospitals 1199SEIU LPN. You may also obtain a form by clicking on the link to My Account when visiting **www.1199SEIUBenefits.org**.
2. Completely fill out the form (including the life insurance beneficiary section).

The Enrollment Form will ask for information about you and your family, including:

- Your name
- Your address
- Your Social Security number
- Your birth date
- Your marital status
- The names, birth dates and Social Security numbers of each member of your family

- The name and address of your designated life insurance beneficiary
- Your spouse's Employer
- Information on other insurance coverage

3. Sign and date the Enrollment Form.
4. Include copies of a birth certificate for you, your spouse and your eligible children to be covered, and a marriage certificate if you are enrolling your spouse.
5. Send the Enrollment Form and any related documents to:

1199SEIU Licensed Practical Nurses
Welfare Fund
c/o 1199SEIU Benefit Funds
PO Box 2426
New York, NY 10108-2426

The Benefit Fund will not be able to process your Enrollment Form if you do not include all the information and documents required. That means you will not be eligible to receive benefits.

LET THE BENEFIT FUND KNOW OF ANY CHANGES

Your claims will be processed faster — and you will receive your benefits more quickly — if the Benefit Fund has up-to-date information on you and your family.

You must notify the Fund no more than 30 days from the date of the event, when:

- You move
- You get married
- You are divorced or legally separated
- You have a new baby
- Your child reaches age 26
- A family member covered by the Fund dies
- You want to change your beneficiary
- You change Employers
- You stop working for a Contributing Employer

Fill out an **Enrollment Change Form** and send it to the 1199SEIU Family of Funds' Eligibility Department so that your records can be updated. You must notify the Fund within 60 days if you stop working or you get divorced, or you or your spouse (if you get divorced) risk losing your rights to continued coverage (see Section I.F).

Remember to send copies of all the documents needed by the Fund, including:

- Birth certificate(s) if you are adding your child(ren)
- Adoption papers if you are adding your child(ren)
- A marriage certificate if you are adding your spouse
- Separation or divorce papers if you are legally separated or divorced
- Any other documents required by the Fund

An English translation certified to be accurate must accompany all foreign documents.

NOTE: If you have designated your spouse as your life insurance beneficiary, your divorce will automatically revoke that designation upon notification of your divorce to the Fund.

NOTE ABOUT NEWBORN CHILDREN:

To expedite payment of claims for your newborn child, you must provide the Fund with a birth certificate, Social Security number and Coordination of Benefits (other health insurance) information if requested.

YOUR ID CARDS

If you are eligible for benefits and have enrolled in the Benefit Fund, you will receive the following ID cards:

- **An 1199SEIU Health Benefits ID card** for your Vision, Hearing and Prescription Drug Benefits; and
- **A Healthplex ID card** for your Dental Benefit.

Call the Benefit Fund's Member Services Department at (646) 473-9200, if you have any problems with your ID card(s), including if:

- You do not receive your card(s)
- Your card(s) is lost or stolen
- Your name is not listed correctly
- Your spouse's and/or children's name(s) are not listed correctly

NOTE: If you are no longer eligible for benefits, you may not use any ID card from the Benefit Fund. If you do, you will be personally responsible for all charges.

Your ID card(s) is for use by you and your eligible dependents only. To help safeguard your identity, please use the unique ID number that is included on your card(s) rather than your Social Security number when communicating with the Fund. You should not allow anyone else to use your ID card(s) to obtain Fund benefits. If you do, the Fund will deny payment and you may be personally responsible to the provider for the charges. If the Fund has already paid for these benefits, you will have to reimburse the Fund. The Fund may deny benefits to you and your eligible dependents and/or may initiate civil or criminal actions against you until you repay the Fund.

If you suspect that someone is using a Health Benefits ID card fraudulently, call the Fund's Fraud and Abuse Hotline at (646) 473-6148.

SECTION I. D

COORDINATING YOUR BENEFITS

When you, your spouse or your children are covered by more than one group health plan, the two plans share the cost of your family's health coverage by **coordinating** benefits.

Here's how it works:

- One plan is determined to be **primary**. It makes the first payment on your claim.
- The other plan is **secondary**. It may pay an additional amount, according to the terms of that plan.

If the Benefit Fund is:

- **Primary**, it will pay your claim in accordance with its Schedule of Allowances and the rules set forth in this SPD.
- **Secondary**, it will pay the balance of your claim up to its Schedule of Allowances in accordance with the rules set forth in this SPD after you have submitted a statement from the other insurer which indicates what it has paid. In no event will the Fund pay more than its Schedule of Allowances.

WHEN YOU AND YOUR SPOUSE ARE BOTH COVERED BY THE FUND

Each of you may claim the other and your children as dependents.

WHEN YOU AND YOUR SPOUSE OR CHILD ARE COVERED BY DIFFERENT PLANS

When your spouse or child is covered by another plan, or benefit coverage is available through your spouse's Employer, the Benefit Fund will coordinate payment of your benefits with that plan.

For your care:

- The Fund is the **primary** payer. It makes the first payment on your claim.
- Your spouse's plan is your **secondary** payer. It may cover any remaining balance, according to the terms of that plan.

For your spouse's care:

- Your spouse's plan is the **primary** payer.
- The Fund is your spouse's **secondary** payer.

For your child's care:

- When your child is covered by another Employer-sponsored plan (excluding parent coverage), that plan is the **primary** payer.

When submitting a claim for your spouse's or your child's care, you must include a statement from your spouse's or child's plan showing what action it has taken.

WHEN CHILDREN ARE COVERED BY BOTH PARENTS

If you and your spouse both have dependent coverage, benefits for your children are coordinated as follows:

- The **primary** payer is your child's Employer-sponsored coverage through his or her employment or through his or her spouse's employment, if any.
- The **secondary** payer is the plan of the **parent whose birthday is earlier in the year.**
- The other parent's plan is the next payer.

If your child has no coverage, then the birthday rule would work as follows: The mother's birthday is March 11 and the father's birthday is July 10. Since the mother's birthday is earlier than the father's birthday, her plan is the primary payer for her children's benefits.

In the case of a divorce or separation, these rules will continue to apply, except where a court order requires otherwise.

SECTION I. E

WHEN YOUR BENEFITS STOP

Your coverage ends when **any** of the following events occur:

- You leave covered employment;
- You are no longer eligible;
- Your Employer is no longer obligated to make payments to the Benefit Fund on your behalf; or
- Your group policy ends.

Your dependent's coverage ends when **any** of the following events occur:

- Your coverage ends; or
- The dependent is no longer an eligible dependent.

PRIVACY OF PROTECTED HEALTH INFORMATION

A federal law — the Health Insurance Portability and Accountability Act (“HIPAA”) — imposes certain confidentiality and security obligations on the Fund with respect to medical records and other individually identifiable health information used or disclosed by the Fund. HIPAA also gives you rights with respect to your health information, including certain rights to receive copies of the health information that the Fund maintains about you, and knowing how your health information may be used. The 1199SEIU Family of Funds’ Eligibility Department may share eligibility and enrollment information with your Employer or the Union for enrollment and outreach purposes. The Benefit Fund may share enrollment information with the 1199SEIU Family of Funds’ Eligibility Department for enrollment purposes. A complete description of how the Benefit Fund uses your health information, and your other rights under HIPAA’s privacy rules, is available in the Fund’s *Notice of Privacy Practices*, which is distributed to all named participants and posted on the Fund’s website at **www.1199SEIUBenefits.org**. Anyone may request an additional copy of this Notice by calling the Fund at (646) 473-9200.

FAMILY AND MEDICAL LEAVE (FMLA) AND UNIFORMED SERVICES LEAVE (USERRA)

The Family and Medical Leave Act of 1993 (“FMLA”) provides that your Employer will extend eligibility for you and your dependents for up to 12 weeks, under certain conditions, when you have a serious health condition that keeps you from doing your job, or when you need to care for your spouse, your child or your parent. You are also eligible for up to 15 calendar days to spend with your military family member during his or her Rest and Recuperation leave. If you need to care for your spouse, son, daughter, parent or “next of kin” in the Armed Forces (current service members or certain veterans) who has a serious injury or illness incurred or aggravated in the line of active duty, you are eligible for up to 26 workweeks of unpaid FMLA leave in a 12-month period. During an FMLA leave approved by your Employer, you are entitled to receive continued health coverage under the Benefit Fund under the same terms and conditions as if you had continued to work. Please ask your Employer for details.

Under the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”), if your coverage under the Benefit Fund ends because of your service in the U.S. uniformed services, your medical coverage will be reinstated for you, your spouse and your children when

you return to work with your Employer without any waiting periods, provided you return to work within certain time limits. If you take a leave of absence under USERRA, healthcare coverage under the Plan will be continued for up to 30 days of active duty. If active duty continues for 31 days or more, coverage may be continued at your election and expense for up to 24 months (or such other period of time required by law). Please ask your Employer for details.

NOTE: Your Employer — not the Benefit Fund — has the sole responsibility for determining whether you are granted leave under FMLA or USERRA.

FMLA legislation was enacted to provide for temporary leave in situations where an employee intends to return to work when his or her FMLA leave ends. If you do not return to work, you may owe your Employer for the costs that were paid on your behalf over any period of time where coverage was extended solely on the basis of your FMLA leave.

SECTION I. F

YOUR COBRA RIGHTS

Under the federal law commonly known as COBRA, you, your spouse and your children have the **option of extending your group health coverage** for a limited period of time in certain instances where group health coverage under the Benefit Fund would otherwise end (called a **qualifying event**). A **qualified beneficiary** is someone who will lose group health coverage under the Fund because of a qualifying event.

Continuation coverage is available on a self-pay basis. This means that you, your spouse and your children pay monthly premiums directly to the Fund to continue your group health coverage.

This section summarizes your rights and obligations regarding COBRA continuation coverage. You and your spouse should read it carefully. For more information, call the Fund's COBRA Department at (646) 473-6815.

If you elect to continue your coverage, you, your spouse and/or your eligible children will receive the same health coverage that you were receiving right before you lost your coverage. This may include dental, vision and prescription drug coverage. However, note that Life Insurance, Accidental Death and Dismemberment, and Legal Benefits are **not covered** by COBRA continuation coverage.

A child born to you or placed for adoption with you while you are receiving COBRA continuation coverage will also be covered for benefits by the Fund. The maximum coverage period for such a child is measured from the same date as for other qualified beneficiaries with respect to the same qualifying event (and not from the date of the child's birth or adoption).

NOTE: Domestic partners are not entitled to spousal COBRA rights.

WHEN AND HOW LONG YOU ARE COVERED

How long you, your spouse and your children can extend health coverage will depend upon the nature of the qualifying event.

18 MONTHS COVERAGE — YOU, YOUR SPOUSE, YOUR ELIGIBLE CHILDREN

You, your spouse or your registered domestic partner, and your eligible children may have the right to elect COBRA continuation coverage for a maximum of 18 months if coverage is lost as a result of **one** of the following qualifying events:

- The number of hours you work is reduced, resulting in a loss of your coverage; or

- Your employment terminates for reasons other than gross misconduct on your part.

When the qualifying event is the end of your employment or reduction of your hours of employment, and when you became entitled to Medicare Benefits less than 18 months before the qualifying event, COBRA continuation coverage for your spouse and eligible children can last up to 36 months after the date of Medicare entitlement.

Being on a Family and Medical Leave of Absence (see Section I.E) is not a qualifying event for COBRA. If you do not return to work, you will be considered to have left your job, which may lead to a qualifying event.

You may be eligible for COBRA continuation coverage if you lose your Fund coverage because your Employer has filed a Chapter 11 bankruptcy proceeding.

Please contact the Plan Administrator if this occurs.

36 MONTHS COVERAGE — YOUR SPOUSE

Under certain circumstances, your spouse may have the right to elect COBRA continuation coverage for a maximum of 36 months. These include a loss of coverage because:

- You die;
- You and your spouse become divorced or legally separated; or
- You become entitled to Medicare.

Under federal law, you or your spouse is responsible for notifying the Benefit Fund within 60 days after the date your spouse loses (or would lose) coverage.

36 MONTHS COVERAGE — YOUR ELIGIBLE CHILDREN

Under certain circumstances, your eligible children may have the right to elect COBRA continuation coverage for a maximum of 36 months. These include loss of coverage because:

- You die;
- Your child is no longer an eligible dependent; or
- You become entitled to Medicare.

Under federal law, you or your child is responsible for notifying the Benefit Fund within 60 days after the date your child loses (or would lose) coverage.

EXTENDED COVERAGE

Second Qualifying Event Extension

Additional qualifying events can occur while COBRA continuation coverage is in effect. If your family experiences another qualifying event while receiving 18 months (or in the case of a Disability extension, 29 months) of COBRA continuation coverage, your spouse and children receiving COBRA continuation coverage can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Fund.

This extension may be available to your spouse and any children receiving COBRA continuation coverage if:

- You die;
- You become entitled to Medicare;
- You and your spouse become divorced or legally separated; or
- Your child is no longer an eligible dependent,

but only if the additional qualifying event would have caused a loss of coverage had the initial qualifying event not occurred.

This extension due to a second qualifying event is available only if you notify the Fund of the second qualifying event within 60 days after the later of:

- The date of the second qualifying event;
- The date on which the qualified beneficiary would have lost coverage as a result of the second qualifying event if it had occurred while the qualified beneficiary was still covered; or
- The date on which the qualified beneficiary is informed of COBRA's requirements of both the responsibility to provide and the procedures for providing notice of the second qualifying event.

Uniformed Services Leave Extension

If you take a leave of absence under USERRA (see Section I.E) and are on active duty for 31 days or more, you, your spouse and your eligible children may have the right to elect COBRA

continuation coverage for a maximum of 24 months while you are on active duty.

Disability Extension

If you are disabled as determined by the New York City Employees' Retirement System, or your spouse or child covered under the Fund is disabled as determined by the Social Security Administration and you notify the Fund in a timely fashion, you, your spouse and your eligible children may be entitled to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability must have started at some time before the 60th day of the initial 18-month COBRA continuation period, and must last at least until the end of the 18-month period of continuation coverage.

NOTE: If the disabled qualified beneficiary is a child born to you or adopted by you during the initial 18-month continuation period, the child must be determined to be disabled during the first 60 days after the child was born or adopted.

The Disability extension is available only if you notify the Fund of the Disability determination within 60 days after the later of:

- The date of the Disability determination;
- The date of the qualifying event;
- The date on which the qualified beneficiary loses (or would lose) coverage as a result of the qualifying event; or

- The date on which the qualified beneficiary is informed of both the responsibility to provide and the procedures for providing notice of the Disability determination, but before the end of the first 18 months of COBRA continuation coverage.

YOU MUST NOTIFY THE FUND TO OBTAIN COBRA CONTINUATION COVERAGE

Under the law, you, your spouse or your children are responsible for notifying the Fund within 60 days if:

- You and your spouse become divorced or legally separated; or
- Your child is no longer an eligible dependent.

You must notify the Fund at (646) 473-6815, or at PO Box 1036, New York, NY 10108-1036, within 60 days after the later of:

- The date of the qualifying event;
- The date on which the qualified beneficiary loses (or would lose) coverage as a result of the qualifying event; or
- The date on which the qualified beneficiary is informed of both the responsibility to provide and the procedures for providing notice of a qualifying event.

Your Employer is responsible for notifying the Fund within 30 days if coverage is lost because:

- Your hours or days are reduced;
- Your employment terminates;
- You become entitled to Medicare; or
- You die.

INFORMING YOU OF YOUR RIGHTS

After the Fund is notified of your qualifying event, you will receive information on your COBRA rights. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

If you decide to elect COBRA coverage, you, your spouse or your children have to notify the Fund of your decision, in writing, within 60 days of the date (whichever is latest) that:

- You would have lost your Fund coverage, including extensions; or
- You are notified by the Fund of your right to elect COBRA coverage.

In order for your election to be timely and valid, your **COBRA Election Form** must be:

- Actually received by the Fund on or before the 60-day period noted in this section; or

- Mailed to the Benefit Fund at PO Box 1036, New York, NY 10108-1036, and postmarked on or before the 60-day period noted in this section.

If you or your spouse or dependent children do not choose COBRA continuation coverage in a timely manner, your group health coverage under the Fund will end as described in Section I.E, and you will lose your right to elect continuation coverage.

Even if you decide not to receive COBRA coverage when you qualify, your spouse and each of your children, if eligible, have a right to elect this coverage.

With respect to other health plans, you should also take into account that 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 group health coverage ends because of the qualifying event.

You will also have the same special enrollment right at the end of continuation coverage if you get continuation coverage for the maximum time available to you.

COST OF COBRA COVERAGE

Each qualified beneficiary is required to pay the entire cost of COBRA continuation coverage.

WHEN COBRA COVERAGE ENDS

Your COBRA continuation coverage may end before the end of the applicable 18-, 29- or 36-month coverage period when:

- Your Employer ceases to be a Contributing Employer to the Fund, except under circumstances giving rise to a qualifying event for active employees;
- The Fund is terminated;
- Your premium for your coverage is not paid on time (within any applicable grace period);
- You, your spouse or your children get coverage under another group health plan which does not include a pre-existing condition clause that applies to you, your spouse or your children (as applicable);
- A qualified beneficiary becomes entitled to Medicare; or
- Coverage had been extended for up to 29 months due to a disability and there has been a final determination that the qualified beneficiary is no longer disabled.

Continuation coverage may also be terminated for any reason the Fund would terminate coverage of a participant or beneficiary not receiving continuation coverage (such as fraud or changes in the Fund's eligibility requirements). The Plan Administrator reserves the right to end your COBRA continuation coverage retroactively if you are found to be ineligible for coverage.

Notice from one individual will satisfy the notice requirement for all related qualified beneficiaries affected by the same qualifying event.

If the Social Security Administration determines that the individual is no longer disabled, this extended period of COBRA coverage will end as of the last day of the month that begins more than 30 days after the determination that the individual is no longer disabled. The disabled individual or a family member is required to notify the Fund within 30 days of any such determination.

Once your COBRA coverage has stopped for any reason, it can't be reinstated.

Claims incurred by you will not be paid unless you have elected COBRA coverage and pay the premiums, as required by the Plan Administrator.

This description of your COBRA rights is only a general summary of the law. The law itself must be consulted to determine how the law would apply in any particular circumstance.

If you have any questions about COBRA continuation coverage, please call the Fund at (646) 473-6815.

Remember to notify the Fund *immediately* if:

- You get married
- You get divorced or legally separated
- You or your spouse move
- Your child is no longer an eligible dependent

CONTINUING YOUR LIFE INSURANCE

Life insurance is **not covered** by COBRA continuation coverage. To continue your life insurance coverage, you may make payments directly if:

- You have been eligible for this coverage for at least one year; and
- You apply within 30 days after your Benefit Fund coverage ends.

SECTION II – HEALTH BENEFITS

- A. Vision Care
- B. Hearing Aids
- C. Dental Benefits
- D. Prescription Drugs
 - Prescription Drug Benefit for Maintenance Medications

HEALTH BENEFITS RESOURCE GUIDE

WHERE TO CALL

Member Services Department **(646) 473-9200**

Call Member Services if you have any questions about your benefits, the programs or services offered by the Fund or any procedures that need to be followed. The staff will either give you the information you need or refer you to someone who can provide you with the necessary information.

Or you can visit our website at www.1199SEIUBenefits.org, for forms, directories and other information. From our website, you can also click on the link to My Account to access information about your eligibility or to make simple updates to your information.

Vision Care

General Vision Services (GVS)
(800) VISION-1 (847-4661)

Hearing Aids

General Hearing Services (GHS)
(888) 899-1447

Dental

Healthplex
(800) 468-0600

Prescription Drugs

Express Scripts
(800) 818-6720

SECTION II. A

VISION CARE

WHO IS COVERED

- Full-time employees and their eligible dependents
- Part-time employees (member only; spouse and children are **not covered**)

WHAT IS COVERED

- One eye examination (refraction test) every two years
- A selection of eyeglass frames in the Benefit Fund's program and any prescription plastic lenses, including:
 - » Single vision, bifocal, trifocal, oversize and standard progressive lenses;
 - » Polycarbonate and high-index lenses; and
 - » Lens options such as tinting, scratch-resistant polarized lenses, and ultra-violet and anti-reflective coating.
- In lieu of eyeglasses, one order of contact lenses every two years
- Some frames, lenses, contact lenses and related services require a co-payment

For more information on what's covered, call General Vision Services (GVS) at (800) VISION-1 (847-4661).

You are not required to receive services or purchase eyeglasses or contacts from a Participating GVS Store. When you use a non-Participating Store, you will be reimbursed when you present a paid bill. The maximum reimbursement is \$175, which includes an eye exam, eyeglass lenses and frame, or contact lenses.

For reimbursement, send your itemized receipt, together with a **Member Reimbursement Form**, to:

1199SEIU Licensed Practical Nurses
Welfare Fund
c/o 1199SEIU Benefit Funds
PO Box 2426
New York, NY 10108-2426

WHAT IS NOT COVERED

- Non-prescription sunglasses
- Safety lenses

SECTION II. B

HEARING AIDS

WHO IS COVERED

- Full-time employees and their eligible dependents are covered
- Part-time employees are **not covered**

WHAT IS COVERED

Full-time employees and their eligible dependents are covered for Hearing Benefits up to \$500 for each ear in a 48-month period. This amount includes reimbursement for the purchase of the hearing aid, repair and cost of batteries.

For more information on what's covered, call General Hearing Services (GHS) at (888) 899-1447.

You are not required to receive services or purchase hearing aids from a Participating GHS Store. When you use a non-Participating Store, you will be reimbursed when you present a paid bill. The paid bill must also include a report from your doctor. You will be reimbursed for an amount not to exceed \$500 per ear.

For reimbursement, send your itemized receipt, together with a **Member Reimbursement Form**, to:

1199SEIU Licensed Practical Nurses
Welfare Fund
c/o 1199SEIU Benefit Funds
PO Box 2426
New York, NY 10108-2426

SECTION II. C

DENTAL BENEFITS

WHO IS COVERED

- Full-time employees and their eligible dependents
- Part-time employees (member only; spouse and children are **not covered**)

Full-time Employees

The Maximum Dental Benefit that will be paid for an insured person in a calendar year is \$3,000 per covered life (excluding essential oral pediatric services).

Part-time Employees

The Maximum Dental Benefit that will be paid for an insured person in a calendar year is \$3,000 per covered life.

WHAT IS COVERED

One hundred percent (100%) of the Fund's Schedule of Allowances for all covered services when using Healthplex Liberty Preferred Provider Organization (PPO) dentists.

Preventive Services

- Oral examinations: Twice per calendar year
- X-rays and diagnostic
- Prophylaxis (cleanings): Twice per calendar year
- Fluoride treatment
- Topical sealant

Basic Services

- Space maintainers
- Fillings
- Oral surgery
- Extractions
- Occlusal adjustment
- Endodontics (treatment of the tooth's nerve system)
- Periodontics (treatment of gum disease): Periodontal surgery is limited to once per quadrant per 60 months. Periodontal scaling and root planing is limited to once per quadrant per 12 months. Clinical review is required to ensure medical necessity.

Major Services

- Porcelain crowns
- Inlays/Onlays
- Fixed and removable bridgework
- Partial and full dentures

Orthodontics

- Treatment and appliances to correct tooth misalignment for individuals who are 19 years of age or younger
- \$3,000 in-network lifetime maximum, which includes:
 - » The insertion of braces

- » A maximum of 24 months of **periodic treatment visits**
- » Partial coverage of retainers, up to the remaining balance of your lifetime orthodontia maximum, when obtained through a Participating Orthodontist only. You are responsible for any additional charges for retention that exceed your lifetime maximum.

If you use a non-Participating Provider, you or your provider will be reimbursed for each covered orthodontia service or appliance (excluding retainers) up to the Fund's Schedule of Allowances for non-Participating Providers, and you may be responsible for the balance of the provider's charge.

There is no annual dollar limit on essential oral pediatric services to the extent required by the Affordable Care Act.

Claims should be mailed to:

Healthplex, Inc.
 Attention: Claims Department
 PO Box 9255
 Uniondale, NY 11553-9255

WHAT IS NOT COVERED

Dental Benefits are not provided for services, supplies, treatments, drugs or devices that:

- Are due to loss or theft of an appliance
- Are due to occlusal wear, erosion, abrasion, attrition and/or surface

defects of the teeth or to amend vertical spacing

- Are due to war, if declared or not
- Are experimental or unproved, contrary to accepted dental practice, or not Medically Necessary (see definition of "Experimental" in Section VIII)
- Are for cosmetic reasons, including altering or extracting and replacing sound teeth to change appearance
- Are for implants and/or crowns, and fixed bridgework placed on implants
- Are for metal inlays/onlays
- Are for periodontal splinting
- Are for treatment of TMJ dysfunction, when it has developed as a result of non-dental pathology
- Are performed or dispensed after the submission of a claim
- Are provided by an MD or by someone other than a dentist (except for cleaning or scaling of teeth, which is performed by a licensed dental hygienist under the supervision of a dentist)
- Are temporary; including, but not limited to, tooth preps and temporary fillings, bridges, crowns or dentures
- Are the start of an orthodontic program (treatment and appliances to correct tooth misalignment) for individuals who are older than 19 years of age
- An insured person would not typically have to pay for if there

were no insurance, or for which the member incurs no charge, such as:

- » Done by a dentist to himself or herself, or to his or her immediate family
- » From a health department maintained by an Employer, a union, a Trustee or a similar type of entity
- » Payable by a local or other agency of a government
- » For an injury or sickness due to employment with any Employer or self-employment
- Install or add to a denture or fixed bridge, unless:
 - » The work is needed due to extraction of injured or diseased natural teeth;
 - » The tooth is extracted while the person is insured for these benefits; and
 - » The work includes replacing the extracted tooth.

NOTE: A denture or bridge is considered to be installed for the first time if it does not replace any existing denture or bridge.

- Replace or alter a denture or fixed bridge, unless the change is needed due to one of these events:
 - » An accidental injury requiring oral surgery; or
 - » Oral surgery that involves changing the position of muscle, attachments, or removing a

tumor, cyst, torus or excess tissue; and

- » The denture or fixed bridge is unusable and/or is five or more years old; and
- » The event occurs while the person is insured for these benefits; and
- » The work is finished within 12 months after the event.
- Replace a full denture unless needed due to a change in the structure of the mouth, if replaced five years after the date the denture is installed
- Remove third molars where there is no evidence of disease

NOTE: Coverage is not extended for an additional 30 days for unfinished dental work. Members are terminated based on the date provided by the City of New York and are not entitled to any additional extension of benefits.

WHEN USING A NON-PARTICIPATING DENTIST

If you use a non-Participating Dentist outside of the Healthplex Liberty Preferred Provider Organization network, you or your dentist will be reimbursed up to the Benefit Fund's Schedule of Allowances for non-Participating Providers.

The Benefit Fund pays no more than its allowance or the provider's charge, whichever is less. You are responsible for the balance. Before you receive services from a non-Participating Dentist, you should make sure that

the provider submits a form for Prior Authorization, if required, so the provider can notify you of what your out-of-pocket expenses will be.

To receive your benefits, you can:

- Sign the “Assignment of Benefits” authorization on your claim form and Healthplex will pay your dentist directly. You may be asked to verify the information on the claim form before the dentist is paid; or
- Pay the bill yourself and send a completed claim form to Healthplex for reimbursement. You have to pay any charges not covered under the Fund’s Schedule of Allowances.

Claims should be mailed to:

Healthplex, Inc.
Attention: Claims Department
PO Box 9255
Uniondale, NY 11553-9255

EXTENDING DENTAL COVERAGE WITH COBRA

Under the federal law commonly known as COBRA, you, your spouse and your children have the option of extending your group health coverage for a limited period of time in certain instances where group health coverage under the Fund would otherwise end (see Section I.F).

SECTION II. D

PRESCRIPTION DRUGS

WHO IS COVERED

- Full-time employees and their eligible dependents
- Part-time employees and their eligible dependents

WHAT IS COVERED

There are no co-payments when you use generic drugs and preferred drugs where available.

The Benefit Fund covers drugs approved by the Food and Drug Administration (FDA) for FDA-approved indications that:

- Have been approved for treating your specific condition
- Have been prescribed by a licensed prescriber
- Are filled by a licensed pharmacist
- Are not excluded by the Plan
- Are not covered by the NYC PICA Program

Benefits for prescriptions for FDA-approved drugs that are not approved for treatment of your condition must be submitted to the Benefit Fund for consideration.

Your doctor should provide detailed medical information and supporting documentation for prescribing this medication.

USING YOUR BENEFITS

To get your prescription:

- Ask your doctor to prescribe only generic drugs and preferred drugs whenever possible, as per the Benefit Fund's prescription programs
- Use Participating Pharmacies for short-term medications
- Show your 1199SEIU Health Benefits ID card to the pharmacist when you pick up your medication

There is no out-of-pocket cost for your prescriptions if you comply with the Benefit Fund's prescription programs:

- Mandatory Generic Drug Program
- *The 1199SEIU 90-Day Rx Solution*
- Preferred Drug List
- Prior Authorization for specified medications
- Quantity and day supply limitations
- Step therapy
- Use the Specialty Care Pharmacy for injectables and other drugs that require special handling

PRESCRIPTION DRUG PROGRAMS

For a complete list of these programs, please call the Benefit Fund at (646) 473-9200, or visit our website at www.1199SEIUBenefits.org.

GENERIC DRUGS

Generic drugs are therapeutic alternatives to brand-name drugs. The only major difference is the cost.

By law, a generic drug must contain the same active ingredients in the same quantities and be the same strength as the corresponding brand-name drug. Most importantly, they must meet the same FDA standards for safety and effectiveness.

When your doctor prescribes medication:

- If there is a generic equivalent for a brand-name drug, you must get the generic drug. Otherwise, you will have to pay the difference in cost between the brand-name drug and the generic equivalent.
- If there is no generic equivalent, your prescription will be filled with the brand-name drug.
- In rare situations, your doctor may specify the brand-name drug, although the generic equivalent is available. In this case, your doctor must submit detailed medical information and supporting documentation to the Prescription Review Department to evaluate the clinical reasons why the brand-name drug is necessary.

PREFERRED DRUGS

The Benefit Fund and its Pharmacy Benefit Manager have developed a list of preferred drugs known as a **Preferred Drug List (PDL)**.

Drugs are selected based on how well they work and their safety. All Participating Providers are provided with a copy of the PDL. It should be used when prescription medication is required. If your doctor prescribes a brand-name drug that is not preferred, you will have to pay the difference in cost between the preferred drug and the non-preferred drug. If you would like a copy of the PDL, please call the Benefit Fund at (646) 473-9200, or download it from our website at www.1199SEIUBenefits.org.

PRESCRIPTION DRUG PROGRAMS

PRIOR AUTHORIZATION FOR SPECIFIED MEDICATIONS

You must get Prior Approval before benefits can be provided for prescriptions filled with certain medications. The Benefit Fund will periodically publish an updated listing of which drugs require Prior Authorization.

If your doctor prescribes any of those drugs, call the Benefit Fund's Pharmacy Benefit Manager at (800) 753-2851. Some drugs require Prior Authorization from the Pharmacy Benefit Manager. Visit our website at www.1199SEIUBenefits.org, for a comprehensive of drugs that require Prior Authorization.

NOTE: You may have to pay the entire cost of the prescription if you don't get Prior Approval. These claims will not be reimbursed.

QUANTITY AND DAY SUPPLY LIMITS

These prescription programs are intended to monitor clinical appropriateness of utilization based upon FDA guidelines. Examples of these programs are:

Proton Pump Inhibitors – You must get Prior Approval if your doctor prescribes one of these drugs for more than a 90-day period.

Migraine Medications – Coverage is limited to a specific quantity. Prescriptions for these medications must be in compliance with the standards and criteria established by the FDA and accepted clinical guidelines for standard of care.

Dose Optimization – A program to help members have a more convenient “once-a-day” prescription dosing regimen, whereby prescriptions for twice-a-day dosing may be changed to once-a-day dosing.

Personalized Medicine – A voluntary program for members to help physicians determine which drug and dosage are clinically appropriate.

Quantity Duration – Based on FDA-recommended prescribing and safety information, the quantity duration rules help members receive the most clinically effective dosages of medication.

SPECIALTY CARE

Members must use the Specialty Care Pharmacy Program for injectables and other drugs that require special handling. Call the Benefit Fund's Specialty Care Pharmacy at (800) 803-2523, or visit our website at www.1199SEIUBenefits.org, for a listing of drugs included in this program.

Specialty care drugs are available only through mail delivery service.

PRESCRIPTION DRUG PROGRAMS

STEP THERAPY

Step therapy is designed to provide safe, effective treatment while controlling prescription costs. With step therapy, you are required to try established, lower-cost, clinically appropriate alternatives before progressing to other, more costly medications, such as preferred brand names.

PROTECT YOUR CARD

Your Health Benefits ID card is for your use only. Do not leave your card with your pharmacist. Show it to the pharmacist when picking up your prescription and make sure it is returned to you before you leave the store.

If your card is lost or stolen, *immediately* report it to the Benefit Fund at (646) 473-9200. If you think someone is fraudulently using your card, call the Benefit Fund's Fraud and Abuse hotline at (646) 473-6148, or visit our website at www.1199SEIUBenefits.org.

USE A PARTICIPATING PHARMACY

For a list of Participating Pharmacies, call the Benefit Fund's Member Services Department at (646) 473-9200, or visit our website at www.1199SEIUBenefits.org.

If you use a non-Participating Pharmacy, you will have to:

1. Pay for your prescription when it is filled.
2. Call the Benefit Fund's Member Services Department at (646) 473-9200, and ask for a **Prescription Drug Reimbursement/Coordination of Benefits Claim Form** or download it from our website at www.1199SEIUBenefits.org.
3. Complete this form and send it along with an itemized paid receipt for your prescription to the address indicated on the form.

You will only be reimbursed up to the Benefit Fund's Schedule of Allowances.

FILLING YOUR PRESCRIPTIONS

For Short-term Illnesses

If you need medication for a short period of time, such as an antibiotic, have your doctor transmit the prescription to your local Participating Pharmacy, where you can pick it up once it's been filled.

For Chronic Conditions

If you have a chronic condition and are required to take the same medication on a long-term basis, your prescription must be filled through the Benefit Fund's Mandatory Maintenance Drug Access Program, *The 1199SEIU 90-Day Rx Solution*.

This program requires that you order medications you take on an ongoing basis in 90-day supplies. For your convenience, your medication will be delivered directly to you at your choice of address or you may choose to pick up your 90-day supply at your local Participating Pharmacy.

If you are currently taking a maintenance medication, ask your doctor for a 90-day prescription (with three refills). Your doctor can fill it either by:

- Submitting the prescription to the Benefit Fund's mail-order pharmacy, where it will normally be delivered to you within eight days; or
- Transmitting the prescription to your local Participating Pharmacy, where you can pick it up once it's been filled.

For new maintenance medications, ask your doctor for two prescriptions: one for a 30-day supply (with one refill) and another for a 90-day supply (with 3 refills) that can be filled through *The 1199SEIU 90-Day Rx Solution* once you know that the medication works for you.

Call the Benefit Fund at (646) 473-9200, or visit our website at www.1199SEIUBenefits.org, for the locations of pharmacies that participate in *The 1199SEIU 90-Day Rx Solution* or to determine if the drug you are taking is a maintenance medication.

COORDINATING PRESCRIPTION DRUG BENEFITS

If your spouse is covered for prescription medication under another healthcare plan, that plan is **primary**. The Benefit Fund is the **secondary** plan for your spouse and may provide coverage for any co-payments that your spouse may incur up to the Benefit Fund's Schedule of Allowances.

Although your spouse's name will appear on your Health Benefits ID card, your spouse must use his or her primary prescription insurer first.

WHAT IS NOT COVERED

The Benefit Fund **does not cover:**

- Cold and cough prescription products
- Compound drugs (except reformulations for injection or administration)

- Cost differentials for drugs that are not approved through the Benefit Fund's Prescription Drug Program
- Drugs obtained without a prescription
- Experimental drugs
- Medications for cosmetic purposes
- Migraine medication in excess of FDA guidelines for strength, quantity and duration
- Non-prescription items such as bandages or heating pads – even if your physician recommends them
- Non-sedating antihistamines
- Oral erectile dysfunction agents (except for penile functional rehabilitative therapy for up to six months immediately following prostatic surgery)
- Over-the-counter drugs (except diabetic supplies or prescribed aspirin)
- Over-the-counter vitamins
- Prescriptions for drugs not approved by the FDA for the treatment of your condition
- Proton pump inhibitors in excess of a 90-day supply for FDA-approved indications by diagnosis

NEW YORK CITY PICA PROGRAM

For New York City employees, certain injectable and chemotherapy drugs will be covered through the PICA Program of prescription drug benefits provided to you through the City and **not covered** through the Benefit Fund's Prescription Drug Benefit. For a list of these drugs, please call the Benefit Fund's Prescription Department at (646) 473-9200, or visit our website at **www.1199SEIUBenefits.org**.

SECTION III – DISABILITY BENEFITS

- A. Short-term Disability Benefits (six months)
- B. Long-term Disability Benefits (18 months)

DISABILITY BENEFITS RESOURCE GUIDE

WHERE TO CALL

For Short-term Disability Benefits: (646) 473-9200

For Long-term Disability Benefits: (646) 473-6710

You can also visit our website at www.1199SEIUBenefits.org, for forms and other information.

SECTION III. A

SHORT-TERM DISABILITY BENEFITS

WHO IS COVERED

- Full-time employees are covered (member only; spouse and children are **not covered**)
- Part-time employees are **not covered**

WHAT IS COVERED

If you become totally disabled due to an accident/injury or illness covered by these benefits, a weekly benefit is payable for up to six months.

You must be unable to do all duties pertaining to your work.

Payments will be made after a waiting period of 14 days, provided that you are still disabled.

HOW MUCH IS THE BENEFIT?

Your benefit will be 66 ⅔% of your average weekly compensation (wages), up to a maximum of \$300 weekly, for a maximum of 26 weeks within a 52-week period.

IMPORTANT TAX NOTES

- The Internal Revenue Service (IRS) may consider Disability Benefits from the Fund as taxable income. Contact your accountant or the IRS when preparing your income tax return.
- Social Security (FICA) withholding tax will be withheld from each check in accordance with applicable federal law.

PERIODS OF DISABILITY

If you have more than one period of disability, they are treated as follows:

- If they are due to unrelated causes and are separated by your return to active work, they are treated as separate periods.
- If they are due to related causes:
 - » They are treated as separate periods if they are separated by your return to active work for at least two weeks in a row; or
 - » They are treated as one period when not so separated.

WHAT IS NOT COVERED

No benefits will be paid for a disability that is:

- Due to intentionally self-inflicted injury; or
- For an accident/injury or illness due to employment with any Employer or self-employment.

HOW TO FILE A CLAIM FOR SHORT-TERM DISABILITY BENEFITS

To file a short-term disability claim, call the Fund's Member Services Department at (646) 473-9200, and request an **Amalgamated Life Insurance Disability Form**. Make sure you return the form to the Amalgamated Life address provided — not to the Fund. Otherwise, your benefit payment may be delayed.

If during your period of disability you know that your disability will continue for more than six months, you should file a long-term disability claim. Please call (646) 473-6710, to obtain a **Long-term Disability Claim Form**.

CALL THE FUND WHEN YOU RETURN TO WORK

You must let the Fund know when you go back to work after being on Disability leave. This way, the Benefit Fund can update its records and determine your eligibility for benefits. You must also notify the Fund if you do not return to work following a Disability leave.

SECTION III. B

LONG-TERM DISABILITY BENEFITS

WHO IS COVERED

- Full-time employees are covered (member only; spouse and children are **not covered**)
- Part-time employees are **not covered**

WHAT IS COVERED

If you become totally disabled due to an accident/injury or illness and your disability lasts longer than six months, you may be eligible for a monthly Disability Benefit. To qualify, you must be continuously disabled beyond the six-month waiting period.

If you qualify, you will receive a monthly Disability Benefit for up to 18 months.

WHAT IS TOTAL DISABILITY?

You are “totally disabled” if, as a result of illness or accident/injury, you are not able to perform all of the duties of your occupation.

You will not be deemed disabled if you do any work for compensation or gain, or during a period in which you are not under the direct care of a doctor. This direct care starts when the doctor first examines you.

HOW MUCH IS THE BENEFIT?

Your monthly benefit will be 50% of your monthly compensation (wages) just before the start of the period of your disability, up to a maximum of \$500.

The payment will be reduced by what you are paid for that month, including:

- Any type of remuneration (payment) from the Fund
- Your annuity or pension plan
- Benefits due to your disability from the following source:
 - » As a periodic benefit from:
 - An Employer, labor-management trustee, union or employee benefit plan; or
 - A government agency, or program or coverage required or provided by law. You do not have to include payments that began before you were insured, unless after you became insured, such payment was increased because of a change in the degree of your disability. In that case, you have to include the amount of the added payment.

Payments from an individual life insurance policy do not reduce your Disability Benefits.

- From Social Security or Railroad Retirement due to your disability or retirement
 - » It will be assumed that you are entitled to the largest amount of benefits, including those for dependents. If this is not the case, you must give proof that will satisfy the Fund.

LUMP-SUM PAYMENTS UNDER OTHER PLANS

A lump sum might be paid by other sources in place of periodic payments. If it is so paid, the lump sum will be deemed paid in the amount and for the time that would have applied if there had not been a lump-sum payment.

WHEN DO DISABILITY BENEFITS BEGIN AND END?

Monthly benefits will start the day after the waiting period is complete.

They will go on as long as you remain totally disabled, subject to the maximum period stated later in this section. You must give proof of your disability that will satisfy the Fund. Medical documentation supporting your total disability must be sent in on a monthly basis.

Benefits will end as of the earlier of:

- The date that 18 months of benefits have been paid for any one period of disability; or

- The date medical information in your claim does not support “total disability” as defined earlier in this section; or
- The date you reach age 65.

PERIODS OF DISABILITY

If you have more than one period of disability, they are treated as follows:

- If they are due to unrelated causes and separated by your return to active work, they are treated as separate periods.
- If they are due to related causes:
 - » They are treated as separate periods if they are separated by your return to active work for at least three months in a row; or
 - » They are treated as one period when not so separated.

Only one waiting period of six months will be required for all periods of disability, which are treated as one period of disability.

All these periods must begin while you are covered by the Fund.

DISABILITIES AT THE SAME TIME

A monthly benefit due to more than one cause will be the same as the rate for one due to a single cause.

WHAT IS NOT COVERED

No benefits will be paid for a disability that is:

- Due to committing a felony or taking part in a felony;
- Due to intentionally self-inflicted injury; or
- Due to war, if declared or not.

HOW TO FILE A CLAIM FOR LONG-TERM DISABILITY BENEFITS

After the end of the qualifying period (the six-month waiting period), proof of your total disability must be given within 90 days after the end of the first monthly benefit period. After that, written proof that you have remained totally disabled must be given monthly.

1. Call the Fund at (646) 473-6710, to ask for a **Long-term Disability Claim Form**.
2. Complete the form as soon as you receive it.
3. Return it to the Fund promptly so that an evaluation of your claim may begin.

EXAMINATIONS

The Fund, at its own expense, has the right to have a doctor examine any person when it deems it reasonably necessary while there is a claim pending under the policy.

LEGAL ACTIONS

No one may sue for payment of a claim less than 60 days after a proof of claim is received, or more than two years after the date the proof of claim is required to be filed by this Plan.

CALL THE FUND WHEN YOU RETURN TO WORK

You must let the Fund know when you go back to work after being on Disability leave. This way, the Benefit Fund can update its records and determine your eligibility for benefits. You must also notify the Fund if you do not return to work following a Disability leave.

SECTION IV – LIFE INSURANCE BENEFIT

- A. Life Insurance Benefit for Full-time Employees
- B. Life Insurance Benefit for Part-time Employees

LIFE INSURANCE BENEFIT RESOURCE GUIDE

WHERE TO CALL

Member Services Department
(646) 473-9200

Call the Member Services Department to:

- Request an **Enrollment Form** or an **Enrollment Change Form**
- Request a claim form for life insurance

You can also visit our website at www.1199SEIUBenefits.org.

REMINDERS

- Complete your **Enrollment Form** and select a beneficiary.
- You may change your beneficiary at any time.
- You or your beneficiary need to file a claim for Accidental Death and Dismemberment Benefits within 31 days of your death or dismemberment.

SECTION IV. A

LIFE INSURANCE BENEFIT

FOR FULL-TIME EMPLOYEES

WHO IS COVERED

- Full-time employees and their eligible dependents

CHOOSING YOUR BENEFICIARY

Your beneficiary is the person(s) you choose to receive your Life Insurance Benefit when you die.

When you fill out your **Enrollment Form**, list at least one person as your beneficiary.

You may change your beneficiary at any time. To change your beneficiary:

1. Call the Benefit Fund's Member Services Department at (646) 473-9200, and ask for an **Enrollment Change Form**, or download it from our website at **www.1199SEIUBenefits.org**.
2. Fill out the form.
3. Return it to the Benefit Fund.

The change of beneficiary will not be effective until it's received by the Benefit Fund.

LIFE INSURANCE BENEFIT

If you die while insured for these benefits, the amount of your Life Insurance Benefit of \$25,000 is payable to your beneficiary.

If you became insured after December 1, 1968, and your death occurs at or after age 70, the benefit payable is one-half the amount in effect before you reach age 70.

To change your beneficiary, you must notify the 1199SEIU Licensed Practical Nurses Welfare Fund, in writing.

NOTE: If you have designated your spouse as your beneficiary and you later get divorced, your divorce will automatically revoke that designation upon notification of your divorce to the Fund. If you do not designate or change your beneficiary after your divorce, your Life Insurance Benefit will be paid as if there is no beneficiary (see "If There Is No Beneficiary" later on in this section).

After your death, your beneficiary may name a person to receive any amount, which would be paid to the beneficiary's estate.

Your spouse's life insurance coverage is \$8,000.

Your dependent children's life insurance coverage is \$4,000 for each child.

FOR YOUR DEPENDENTS

If your spouse dies while insured for these benefits, a benefit of \$8,000 is payable to you.

Your child is covered for life insurance from birth until age 19, or to age 23 if your child is a student. If your child dies while insured for these benefits, a benefit of \$4,000 is payable to you.

If you are not alive when your dependent dies, payment will be made:

- For your spouse's death, to your spouse's estate.
- For your child's death, to the survivors in the following order: the child's (i) parent or (ii) brothers and sisters. If none survives, payment will be made to the child's estate.

If a minor has no legal guardian, that minor's share may be paid to the adult or adults who, in the insurance carrier's opinion, have assumed custody of and who support the minor.

LEAVING EMPLOYMENT

If you leave employment, your group life insurance protection continues for 31 days. During this time, you may convert your group life insurance to individual life insurance, on a self-pay basis. You do not have to give proof of good health.

CONTINUANCE OF PROTECTION

If you leave employment, your dependents' group life insurance protection continues for 31 days. If you die while insured for Employee Life Insurance Benefits, your dependents' protection continues for six months.

During the first 31 days after you leave employment or after your death, your spouse may convert this protection to individual life insurance. This is a self-pay option. Your spouse does not have to give proof of good health.

If your spouse dies after having applied to convert the group life insurance to individual life insurance, the beneficiary named under the individual life insurance policy, or in the application for the individual policy, will receive benefits payable under the group policy, and any premiums paid under the individual policy will be refunded to the beneficiary. If your spouse dies after the individual policy has been issued but during the 31-day conversion period, any benefits paid under the individual policy will be deducted from the amount due under the group policy.

CONVERSION TO AN INDIVIDUAL POLICY

If the group life insurance stops, you and your covered dependents may each buy an individual life insurance policy from the insurance carrier. Proof of good health will not have to be given to the insurance carrier.

HOW TO APPLY

- You must apply within 31 days after the life insurance stops.
- You must obtain an application from the insurance carrier or the Fund's Member Services Department.
- You will be told the cost. The first premium must be paid before the policy can be put in force.
- The amount of the policy will be limited to the amount of your group life insurance. You can ask for a lower amount of life insurance.
- The policy can be any one of the individual policies offered by the insurance carrier, except that:
 - » For the first year, you and your dependents may each choose an individual policy that provides term insurance. After the first year, the individual policy will not provide term insurance.
 - » The policy will not have Disability Benefits or other extra benefits.

If the life insurance stops because the Fund has:

- Ended the group plan with the insurance carrier; or
- Changed the plan so that you are no longer an eligible employee,

the new policy will be reduced by any amount you or your dependents are eligible for or become eligible for under any other group plan within the 31 days. The other group plan may be issued or reinstated by the insurance carrier.

If you or your dependent dies within the 31-day conversion period, the insurance carrier will pay the beneficiary the amount of life insurance that could have been bought under the individual policy. The individual policy will not go into effect.

IF THERE IS NO BENEFICIARY

If you do not list a beneficiary, your beneficiary dies before your death or the Fund cannot locate your beneficiary after reasonable efforts, your Life Insurance Benefit is paid to the administrator or executor of your estate. If the total amount of your Life Insurance Benefit is less than \$20,000 and no estate exists, your Life Insurance Benefit is paid to your survivors in the following order:

- Your spouse;
- Your children, shared equally;
- Your parents, shared equally;
- Your brothers and sisters, shared equally; or
- If none of the above survive, to your estate after it has been established.

If the total amount of your Life Insurance Benefit is \$20,000 or more, benefits will be paid to the administrator or executor of your estate.

SECTION IV. B

LIFE INSURANCE BENEFIT FOR PART-TIME EMPLOYEES

WHO IS COVERED

- Part-time employees and their eligible dependents

CHOOSING YOUR BENEFICIARY

Your beneficiary is the person(s) you choose to receive your Life Insurance Benefit when you die.

When you fill out your **Enrollment Form**, list at least one person as your beneficiary.

You may change your beneficiary at any time. To change your beneficiary:

1. Call the Benefit Fund's Member Services Department at (646) 473-9200, and ask for an **Enrollment Change Form**, or download it from our website at **www.1199SEIUBenefits.org**.
2. Fill out the form.
3. Return it to the Benefit Fund.

The change of beneficiary will not be effective until it's received by the Benefit Fund.

LIFE INSURANCE BENEFIT

If you die while insured for these benefits, the amount of your Life Insurance Benefit of \$12,500 is payable to your beneficiary. You may choose to have this amount paid in a lump sum or in installments. You may change your beneficiary or change the mode of payment to one offered by the Fund at any time. If you do so, you must give written notice to the Fund.

After your death, your beneficiary may:

- Choose a mode of payment, if you did not choose one.
- Name a person to receive any amount, which would be paid to the beneficiary's estate.

NOTE: If you have designated your spouse as your beneficiary and you later get divorced, your divorce will automatically revoke that designation upon notification of your divorce to the Fund. If you do not designate or change your beneficiary after your divorce, your Life Insurance Benefit will be paid as if there is no beneficiary (see "If There Is No Beneficiary" later on in this section).

FOR YOUR DEPENDENTS

If your spouse dies while insured for these benefits, a benefit of \$4,000 is payable to you.

Your child is covered for life insurance from birth until age 19, or to age 23 if your child is a student. If your child dies while insured for these benefits, a benefit of \$2,000 is payable to you.

If you are not alive when your dependent dies, payment will be made:

- For your spouse's death, to your spouse's estate.
- For your child's death, to the survivors in the following order: the child's (i) parent or (ii) brothers and sisters. If none survives, payment will be made to the child's estate.

If a minor has no legal guardian, that minor's share may be paid to the adult or adults who, in the insurance carrier's opinion, have assumed custody of and who support the minor.

LEAVING EMPLOYMENT

If you leave employment, your group life insurance protection continues for 31 days. During this time, you may convert your group life insurance to individual life insurance, on a self-pay basis. You do not have to give proof of good health.

CONVERSION TO AN INDIVIDUAL POLICY

If the group life insurance stops, you and your covered dependents may each buy an individual life insurance policy from the insurance carrier. Proof of good health will not have to be given to the insurance carrier.

HOW TO APPLY

- You must apply within 31 days after the life insurance stops.
- You must obtain an application from the insurance carrier or the Fund's Member Services Department.
- You will be told the cost. The first premium must be paid before the policy can be put in force.
- The amount of the policy will be limited to the amount of your group life insurance. You can ask for a lower amount of life insurance.
- The policy can be any one of the individual policies offered by the insurance carrier, except that:
 - » For the first year, you and your dependents may each choose an individual policy that provides term insurance. After the first year, the individual policy will not provide term insurance.
 - » The policy will not have Disability Benefits or other extra benefits.

If the life insurance stops because the Fund has:

- Ended the group plan with the insurance carrier; or
- Changed the plan so that you are no longer an eligible employee,

the new policy will be reduced by any amount you or your dependents are eligible for or become eligible for under any other group plan within the 31 days. The other group plan may be issued or reinstated by the insurance carrier.

If you or your dependent dies within the 31-day conversion period, the insurance carrier will pay the beneficiary the amount of life insurance that could have been bought under the individual policy. The individual policy will not go into effect.

IF THERE IS NO BENEFICIARY

If you do not list a beneficiary, your beneficiary dies before your death or the Fund cannot locate your beneficiary after reasonable efforts, your Life Insurance Benefit is paid to the administrator or executor of your estate. If the total amount of your Life Insurance Benefit is less than \$20,000 and no estate exists, your Life Insurance Benefit is paid to your survivors in the following order:

- Your spouse;
- Your children, shared equally;
- Your parents, shared equally;
- Your brothers and sisters, shared equally; or
- If none of the above survive, to your estate after it has been established.

If the total amount of your Life Insurance Benefit is \$20,000 or more, benefits will be paid to the administrator or executor of your estate.

SECTION V – OTHER BENEFITS

- A. Social Services
- B. LPN Welfare Fund Scholarship Program

OTHER BENEFITS RESOURCE GUIDE

WHERE TO CALL

Wellness Member Assistance Program

(646) 473-6900

Call the Wellness Member Assistance Program to make an appointment to confidentially discuss a personal or family problem.

Citizenship Program

(646) 473-9200

Call the Citizenship Program to learn about assistance available in applying for United States citizenship.

Weekly Legal Clinic

(646) 473-6488

Provides to eligible members access to attorneys for free legal consultations regarding various legal matters, including Workers' Compensation claims. For information on the legal clinic, visit our website at www.1199SEIUBenefits.org.

LPN Welfare Fund Scholarship Program

(646) 473-8999

Call the Scholarship Program to request an application or for more information.

REMINDERS

- To apply for the LPN Welfare Fund Scholarship Program, candidates must contact the Scholarship Office at (646) 473-8999, to request a scholarship application kit. Members must complete an **Application Request Form** and submit it in accordance with the deadline stated in the scholarship application kit.
- If your child is receiving a scholarship from the Benefit Fund, your child must re-apply each year. Applications are available upon request or online at www.1199SEIUBenefits.org.

You can also visit our website at www.1199SEIUBenefits.org.

SECTION V. A

SOCIAL SERVICES

WHO IS COVERED

- Full-time employees (member only; spouse and children are **not covered**)
- Part-time employees (member only; spouse and children are **not covered**)

WELLNESS MEMBER ASSISTANCE PROGRAM

The Fund's Wellness Member Assistance Program offers assistance with personal and family problems.

If you are having a problem, speak to one of the Benefit Fund's social workers or other staff. They can work with you to try to get you information on community resources or the help you need to cope with a broad range of problems, including:

- Getting help for an alcohol or substance abuse problem;
- Getting decent housing;
- Dealing with pressure from creditors;
- Dealing with domestic violence; and
- Many more problems.

Call the Wellness Member Assistance Program at (646) 473-6900, for an appointment.

All information is kept strictly confidential. Your confidence and privacy are respected. You don't have

to worry about someone else finding out about your problem or concern.

CITIZENSHIP PROGRAM

A program is available to assist eligible members in applying for United States citizenship. For more information on the Citizenship Program, call (646) 473-9200.

WEEKLY LEGAL CLINIC

Provides to eligible members access to attorneys for free legal consultations regarding various legal matters, including Workers' Compensation claims. For information on the legal clinic, visit our website at **www.1199SEIUBenefits.org**, or call (646) 473-6488.

SECTION V. B

LPN WELFARE FUND SCHOLARSHIP PROGRAM

WHO IS COVERED

- Eligible dependents of full-time employees are covered
- Dependents of part-time employees are **not covered**

LPN WELFARE FUND SCHOLARSHIP PROGRAM

The LPN Welfare Fund Scholarship Program awards scholarships to children of eligible members who are attending accredited undergraduate programs. This award can be used for books, personal expenses, transportation, room and board, or for reducing student loan debt.

The scholarship award is \$750 per academic year. An additional award of \$750 (for a \$1,500 per-academic-year total) is available for students in specific healthcare-related majors.

For information on scholarships, please call (646) 473-8999.

Your children may be considered for the LPN Welfare Fund's Scholarship Program if **all** of the following conditions are met:

- The member has been in the LPN Welfare Fund, has been working full time and has been eligible for benefits for at least one year;
- The member must submit a program application by the required deadline;

- The child must be younger than 23 years of age (those who turn 23 during the award year may only be eligible for a partial award);
- The child must be attending or planning to attend an accredited institution of higher learning as a full-time student after graduating from high school;
- The child must apply for *both* state and federal aid each academic year; and
- The child must be eligible for benefits as described in Section I.A.

Any accredited school is acceptable, including:

- 2-year colleges
- 4-year colleges or universities
- Business schools
- Nursing schools
- Trade schools
- Art and design schools

Scholarships are not available for postgraduate studies. However, consideration is given to students pursuing medical careers where five years of undergraduate work may be required.

The LPN Welfare Fund Scholarship Benefit is considered as wages by the IRS for which you may owe income

tax. You will receive a W-2 tax form from the Benefit Fund at the end of each year. However, the other taxes that are normally taken out of your paycheck, like FICA and FUTA, will be paid by the Benefit Fund.

APPLICATIONS

To apply for the LPN Welfare Fund Scholarship Program, candidates must contact the Scholarship Office at (646) 473-8999, to request a scholarship application kit. Members must complete an **Application Request Form** and submit it in accordance with the deadline stated in the scholarship application kit.

YOUR CHILDREN MUST RE-APPLY EVERY YEAR

If your children are receiving Scholarship Benefits, they must re-apply every year for the next year. Leaves of absence from school of more than one year will jeopardize a student's eligibility for this benefit.

SECTION VI – GETTING YOUR BENEFITS

- A. Filing a Claim Form
- B. Your Rights Are Protected – Appeal Procedure

RESOURCE GUIDE

WHERE TO CALL

Member Services Department
(646) 473-9200

Call the Member Services Department if:

- You need a claim form
- You have questions about completing your claim form
- You have questions about what is not covered by the Benefit Fund
- You have questions about the processing of your claim
- You need information on appealing your claim

You can also visit our website at www.1199SEIUBenefits.org.

SECTION VI. A

FILING A CLAIM FORM

Participating (or in-network) Providers will submit claims for payment to the Fund (or the Fund's carrier or Benefit Manager) on your behalf. If you use a non-Participating (or out-of-network) Provider and pay out-of-pocket, you will need to submit the relevant claim form, together with your receipt, to the appropriate address, in order to get reimbursed. If your claim for benefits is totally or partially denied, you will be notified, in writing, of the reason for the denial, the relevant Plan provision and the Plan's appeal procedure.

HOW TO GET A CLAIM FORM

- Call the Fund's Member Services Department at (646) 473-9200;
- Download it from the Fund's website at www.1199SEIUBenefits.org; or
- Write to:
1199SEIU Licensed Practical Nurses Welfare Fund
c/o 1199SEIU Benefit Funds
PO Box 2426
New York, NY 10108-2426

HOW TO FILE A CLAIM FORM

Read the instructions on the claim form carefully and include any required attachments when you return the completed claim form. If you have questions about submitting your claim form, call the Fund's Member Services Department at (646) 473-9200.

For Vision and Hearing Claims

For reimbursement, send a **Member Reimbursement Form**, together with your itemized receipt, to the Fund address indicated on the form. The Fund will process your claim form and pay benefits according to this Plan and the Benefit Fund's Schedule of Allowances. See Sections II.A and II.B for more information.

For Prescription Claims

Your Participating Pharmacy will submit your claim to the Fund's Pharmacy Benefit Manager. Some drugs require Prior Authorization from the Pharmacy Benefit Manager. If you use a non-Participating Pharmacy and pay for your prescription when it is filled, complete the **Prescription Drug Reimbursement Claim Form (Direct Claim Form)**, and send it along with an itemized receipt for your prescription to the address indicated on the form. You will only be reimbursed up to the Benefit Fund's Schedule of Allowances. See Section II.D for more information.

For Dental Claims

Claims should be mailed to:
Healthplex, Inc.
Attention: Claims Department
PO Box 9255
Uniondale, NY 11553-9255

If the Dental Claims Administrator requires additional information or documentation to process the claim, the Administrator will notify you of what information or documentation it needs and why. See Section II.C for more information.

For Short-term Disability Insurance

Complete the **Amalgamated Life Insurance Disability Form** for short-term disability benefits and submit it to the address indicated on the form within 20 days after the date of the accident/injury or illness. Failure to give notice within 20 days will not invalidate or reduce any claim if you can show that it would not have been reasonably possible to give such notice within the required time and that the notice was given as soon as was reasonably possible.

If you do not receive a settlement within 90 days after you return the completed claim form, or 180 days if you were notified of a delay, you should write to or call the Fund at (646) 473-9200. See Section III.A for more information.

For Long-term Disability Insurance

Complete the Fund's **Long-term Disability Form** for long-term disability benefits and submit it to the address indicated on the form by the end of the six-month short-term disability period (the "qualifying period" or "waiting period"). Proof of your total disability must be submitted within 90 days after the end of the first monthly benefit period. After that, written proof that you have remained totally disabled must be given on a monthly basis.

The Fund will require as part of the proof of claim evidence:

- Proof of the amount and source of all other benefits that are named and payable in the insurance plan; and
- That you applied for, and gave all the required proof for all other such benefits.

See Section III.B for more information.

SECTION VI. B

YOUR RIGHTS ARE PROTECTED – APPEAL PROCEDURE

If your claim or your Request for Benefits is totally or partially denied, the Plan provides a process for you to appeal that denial: You (or your authorized representative) must submit a request, in writing, for Administrative Review within a certain amount of time after the denial, as described below.

After each step of the process, if your claim or your Request for Benefits is totally or partially denied, you will be notified of the decision, the specific reason for the denial, the relevant Plan provision and the next step of the Plan's appeal procedure. Determinations of the Appeals Committee of the Board of Trustees shall be made within 90 days of receipt of the appeal, unless additional information is required.

HOW TO APPEAL DENTAL CLAIMS

1st Step

If your claim or your Request for Benefits is totally or partially denied, you may request, in writing, an Administrative Review by the Dental Claims Administrator within 180 days of notification of a denial of an initial dental claim. You are entitled to receive, at your request and free of charge, copies of all relevant documents, records and other information that was relied on in denying your claim for benefits. When filing an appeal, you have the opportunity

to submit any written documents or other information relating to the appeal. Within 30 days of receipt of your request and additional information, the Dental Claims Administrator will review the appeal and respond, in writing, to you. The response will clearly identify the specific reasons for the decision and the relevant provisions of the Plan.

If you do not receive a decision on an initial appeal within 90 days of filing the 1st Step Appeal (or 180 days in special circumstances), you may file a 2nd Step Appeal.

2nd Step

If after the Administrative Review your claim or your Request for Benefits is totally or partially denied, you have the right to make a final appeal directly to the Appeals Committee of the Board of Trustees. Such requests must be submitted, in writing, within 60 days after the receipt of the denial notice (or within 90 days of filing the 1st Step Appeal if you did not receive a decision on the initial appeal).

Requests for 2nd Step Appeals of dental claims denials should be sent to:

1199SEIU Licensed Practical Nurses
Welfare Fund
Claim Appeals
PO Box 646
New York, NY 10108-0646

HOW TO APPEAL VISION AND HEARING CLAIMS

1st Step

If your claim or your Request for Benefits is totally or partially denied, you may request, in writing, an Administrative Review of the denial within 180 days of notification of a denial of an initial claim.

2nd Step

If after the Administrative Review your claim or your Request for Benefits is totally or partially denied, you have the right to make a final appeal directly to the Appeals Committee of the Board of Trustees. Such requests must be submitted, in writing, within 60 days after the receipt of the denial notice (or within 90 days of filing the 1st Step Appeal if you did not receive a decision on the initial appeal).

Requests for 2nd Step Appeals of vision and hearing claims denials should be sent to:

1199SEIU Licensed Practical Nurses
Welfare Fund
Claim Appeals
PO Box 646
New York, NY 10108-0646

HOW TO APPEAL PRESCRIPTION CLAIMS

If your claim or your Request for Benefits is totally or partially denied by the Pharmacy Benefit Manager, you have the right to make a final appeal directly to the Appeals Committee of the Board of Trustees. Such requests must be submitted, in writing, within 60 days after the receipt of the denial notice.

Requests for final appeals of prescription claims denials should be sent to:

1199SEIU Licensed Practical Nurses
Welfare Fund
Claim Appeals
PO Box 646
New York, NY 10108-0646

NOTE: No lawsuits may be filed by providers as an assignee of you, your spouse or your children after five years from the date of service. All lawsuits must be filed in a federal court in New York City.

HOW TO APPEAL SHORT-TERM DISABILITY CLAIMS

If your claim or Request for Benefits is totally or partially denied by the third-party administrator, you may request, in writing, an Administrative Review of the denial within 180 days of notification of the denial. Requests for appeals of Short-term Disability Benefits should be sent to:

Amalgamated Life
PO Box 5453
White Plains, NY 10602-5453

HOW TO APPEAL LONG-TERM DISABILITY CLAIMS

If your claim or Request for Disability Benefits is denied, or your coverage is canceled, you may appeal directly to the Appeals Committee of the Board of Trustees, by sending a letter to the Benefit Fund within 180 days of the denial. You have the right to request a copy of your entire claim file or other documents relevant to the denial. You or your authorized representative will be notified of the Appeals Committee's approval or denial of your claim for Disability Benefits no later than 45 days from the date the Plan Administrator receives the request. This 45-day period may be extended by the Plan Administrator for an additional 30 days due to matters beyond the Plan Administrator's control; you will receive prior written notice of the extension.

If additional information is needed to resolve your appeal or the Plan is considering new evidence related to your claim, you will be notified by the Plan Administrator. You will then have 45 days to provide any additional information in response to the Plan Administrator. In this case, the period for resolving the claim will be tolled (on hold) from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information. If you fail to provide the additional information within 45 days, the Appeals Committee will resolve your appeal based on the information available.

NOTE: No lawsuit for Disability Benefits may be filed less than 60 days after a proof of claim is received, or more than two years after the date the proof of claim is required to be filed by this Plan.

SECTION VII – INFORMATION ON THE PLAN

SECTION VII

INFORMATION ON THE PLAN

NAME OF THE PLAN

The 1199SEIU Licensed Practical Nurses Welfare Fund

TYPE OF PLAN

Voluntary Employee Beneficiary Association and Self-funded Union Welfare Benefit Trust

ADDRESS

Headquarters and Offices:

330 West 42nd Street
New York, NY 10036

SOURCE OF INCOME

Payments are made to the Benefit Fund by your Employer, the City of New York, according to the Collective Bargaining Agreements with 1199SEIU United Healthcare Workers East.

ACCUMULATION OF ASSETS

The Benefit Fund's assets are held in trust to pay benefits and expenses. Assets are also invested by Investment Managers appointed by the Trustees to whom the Trustees have delegated this fiduciary duty.

PLAN YEAR

The Benefit Fund's fiscal year is January 1 to December 31.

PLAN ADMINISTRATOR

The Plan Administrator consists of the Board of Trustees and its duly authorized designees and subordinates. If you have any questions, please call our Benefit Fund's Member Services Department at (646) 473-9200.

The Trustees may be contacted at:

c/o Executive Office
1199SEIU Licensed Practical Nurses Welfare Fund
330 West 42nd Street
New York, NY 10036

FOR SERVICE OF LEGAL PROCESS

Legal process may be served on the Board of Trustees or the Benefit Fund's Counsel.

The Trustees may be contacted at:

c/o Executive Office
1199SEIU Licensed Practical Nurses Welfare Fund
330 West 42nd Street
New York, NY 10036

The Benefit Fund's Counsel may be contacted at:

Lewis, Clifton & Nikolaidis, P.C.
350 West 31st Street, Suite 401
New York, NY 10001

IDENTIFICATION NUMBER

Employer Identification Number:
13-2623987

ERISA Plan Number: 501

DISCRIMINATION IS AGAINST THE LAW

The 1199SEIU Benefit Funds comply with applicable federal civil rights laws and do not discriminate against or exclude people on the basis of race, color, national origin, age, disability or sex. The Funds provide free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters and written information in other formats (large print, audio, accessible electronic formats). The Funds provide free language services to people whose primary language is not English, such as qualified interpreters and information written in other languages. If you need these services, contact the Compliance Coordinator.

If you believe the Funds have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance with:

Compliance Coordinator
330 West 42nd Street
New York, NY 10036
(646) 473-6600 (phone)
(646) 473-8959 (fax)
PrivacyOfficer@1199Funds.org (email)

You can file a grievance in person or by mail, fax or email. If you need help filing a grievance, the Compliance Coordinator can help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services' Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue, SW, Room 509F, HHH Building, Washington, DC 20201;(800) 368-1019 or (800) 537-7697 (TDD).

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

TRUSTEES

The Board of Trustees is composed of Union Trustees who are chosen by the Union. The Trustees of the Benefit Fund are:

UNION TRUSTEES	
Fabiola Buddan-Mais Licensed Practical Nurse 1199SEIU United Healthcare Workers East 310 West 43rd Street New York, NY 10036	Valerie Goffe Licensed Practical Nurse 1199SEIU United Healthcare Workers East 310 West 43rd Street New York, NY 10036
Gerard Cadet Vice President 1199SEIU United Healthcare Workers East 310 West 43rd Street New York, NY 10036	Joyce Neil Executive Vice President 1199SEIU United Healthcare Workers East 310 West 43rd Street New York, NY 10036
Kim Cameron Licensed Practical Nurse 1199SEIU United Healthcare Workers East 310 West 43rd Street New York, NY 10036	Saundra Smith Licensed Practical Nurse 1199SEIU United Healthcare Workers East 310 West 43rd Street New York, NY 10036

SECTION VIII – DEFINITIONS

DEFINITIONS

Accident

An unusual, unexpected, fortuitous, unintended event causing injury for which no third party is legally responsible.

Accidental Death and Dismemberment

Plan sponsored by Amalgamated Life Insurance Company under an agreement with the Trustees providing for payments to a beneficiary designated by the employee under the circumstances described in the Certificate of Coverage (policy).

Active Work/Actively at Work

The performance of all the duties that pertain to your work at the place where it is normally done, or where it is required to be done by your Employer.

Administrative Review

The procedure to appeal a claim that the Benefit Fund or its third-party administrator has rejected or denied in part. An Administrative Review can be requested by you, your dependents (your spouse or your children) or another individual that has received your written authorization to appeal on your behalf. Your authorized representative cannot, in turn, authorize another party to appeal on their behalf.

Affordable Care Act

The Patient Protection and Affordable Care Act, as amended from time to time.

Assignment of Benefits

The Benefit Fund will pay its allowance to non-Participating Providers directly when you request it to do so by signing the “Assignment of Benefits” authorization on your claim form. The Benefit Fund will only pay those benefits allowed under the Plan.

Average Weekly Compensation

The weekly average of your earnings wages reported to the Benefit Fund by your Employer.

Beneficiary(ies)

The beneficiary(ies) for your insurance for loss of life will be the person(s) named by you as shown on the records kept on the group policy. You may change your beneficiary(ies) at any time by giving written notice to the Fund. This change will take effect when it is entered into those records.

If your insurance for loss of life under this group policy replaces another group policy, the beneficiary(ies) named under the replaced policy will be in effect until you: (a) name a beneficiary(ies) under this group policy; or (b) change your beneficiary(ies) by giving written notice to the Fund.

If a minor has no legal guardian, that minor's share may be paid to the adult or adults who, in the insurance carrier's opinion, have assumed custody of and who support the minor.

If you die after having applied to convert your group life insurance to individual life insurance, the beneficiary(ies) named under the individual policy or in the application for it will receive any benefits payable under the group policy.

Benefit(s)

Any of the scheduled payment(s) or service(s) provided by the Plan.

Calendar Year

The 12-month period beginning January 1 and ending December 31.

Charges, Expenses, Fees

The terms "charges," "expenses" or "fees" will not include any amounts:

- More than what is reasonable and customary in the locale where incurred;
- For a service or supply not generally accepted in medical practice as needed in the diagnosis or treatment of a patient's condition; and
- For repeated tests which are not needed.

These amounts will be determined by the Fund. The Fund may make use of the certification of a professional or peer review group as to the extent to which a service or supply is needed

for the diagnosis or treatment of a patient's condition.

Children

Your children who are eligible to receive benefits from the Fund, as described in Section I.A.

Claim Form

One of the Benefit Fund forms that must be completed to request any of the benefits provided by the Plan.

COBRA Continuation Coverage or COBRA Coverage

Coverage provided to a member or eligible dependents for a temporary period under certain circumstances. The member or eligible dependent must pay for this coverage. See Section I.F for more detailed information.

Compensation

Wages reported by a Contributing Employer as the basis for determining the Employer's payments to the Benefit Fund.

Contributing Employer

1. An Employer who has a Collective Bargaining Agreement with 1199SEIU United Healthcare Workers East, or one of its affiliates, which provides for regular monthly payments in an amount specified by the Trustees to this Benefit Fund on behalf of the employees covered by the agreement for all benefits in this Summary Plan Description.

2. 1199SEIU United Healthcare Workers East, its affiliates, the Fund or any other Employer accepted as a contributor by the Trustees and its affiliated and related Funds that are obligated to make regular monthly payments in an amount specified by the Trustees to the Benefit Fund on behalf of its employees.

Coordination of Benefits

A method of sharing costs among payers, which sets the order of payment by each. See Section I.D for more detailed information.

Co-payment

A dollar amount paid by you directly to the healthcare provider at the time services are received. Some of the benefits to which you are entitled are subject to co-payments. These co-payments are described on a separate list which will be supplied to you. Co-payments may be changed by the 1199SEIU Licensed Practical Nurses Welfare Fund from time to time.

Cosmetic Surgery

Includes any procedure whose primary purpose is to improve, alter or enhance appearance. Procedures to correct a cosmetic disfigurement due to disease are **not covered** unless the disfigurement causes a functional impairment, or unless the surgical correction of the cosmetic disfigurement due to disease is performed in conjunction with a staged

reconstructive surgical procedure to improve or restore bodily function.

Cosmetic surgery for psychological or emotional reasons is **not covered** when no functional impairment is present.

Covered Employment

Employment for which your Employer makes contributions to the Benefit Fund on your behalf pursuant to a Collective Bargaining Agreement or other agreement accepted by the Board of Trustees.

Dentist

A person licensed by the appropriate department of the state to practice within the dental profession for which he or she has been licensed.

Dependent

Your spouse or your children who are eligible to receive benefits from the Fund, as described in Section I.A.

Disabled

When you are temporarily unable to work due to an accident/injury or illness.

Doctor

A person licensed by the appropriate department of the state to practice within the medical profession for which he or she has been licensed.

Earnings

Wages reported by a Contributing Employer as the basis for determining the Employer's payments to the Benefit Fund.

Eligible

When you have met the criteria adopted by the Trustees of the Benefit Fund to determine your enrollment and plan of benefits.

Employer

See Contributing Employer.

Enrollment Form

The form used to provide the Fund with the personal, employment and beneficiary information needed to determine your benefits and process your claims.

ERISA

The Employee Retirement Income Security Act of 1974, as amended from time to time.

Experimental

Any investigational or unproven treatment, procedure, facility, equipment, drug, device or supply which does not meet **any one or more** of the following criteria:

- If a drug, biological product or device or other item requires governmental approval, that item has completed the required clinical trials and has received final approval from the appropriate governmental regulatory bodies for commercial distribution for use in treating the condition being reviewed
- The treatment is endorsed by an appropriate medical society
- There must be scientific evidence, including peer-review literature, demonstrating that the technology improves net health outcomes or offers a significant benefit over conventional treatment, in terms of efficacy, safety and reliability
- The improvement in net health outcome must be attainable under the usual conditions of medical practice

Family

Your spouse or your registered NYC domestic partner and your children who are eligible to receive benefits from the Fund, as described in Section I.A.

FDA (Food and Drug Administration)

The U.S. Department of Health and Human Services agency responsible for ensuring the safety and effectiveness of all food, drugs, biologics, vaccines and medical devices.

Fiduciary

Each of the Trustees and others responsible for directing the administration of the Benefit Fund, and their responsibilities under the law.

Full Time

The number of hours worked in a normal regular workweek, as set forth in the applicable Union contract. Overtime is **not included**.

Fund or Trust Fund

The 1199SEIU Licensed Practical Nurses Welfare Fund, whose principal office is at 330 West 42nd Street in New York City, through which benefits are provided.

Health Benefits ID Card

The card issued by the Benefit Fund to serve as identification to assist you in getting various benefits.

Illness

Sickness, disease or disorder of body or mind of such character as to affect the general soundness and healthfulness of the system.

Injury

An accidental bodily injury that is the sole and direct result of:

- An unexpected or reasonably unforeseen occurrence or event; or
- The reasonable, unforeseeable consequences of a voluntary act by a person. An act or event must be definite as to time and place.

Legal Separation

A marital status whereby spouses, while remaining legally married, have chosen to live separate lives physically and economically, as determined in the sole discretion of the Trustees, and as evidenced by (but not limited to) such circumstances as the following: living separate and apart from each other, maintaining separate legal residences and/or separate finances,

having custody arrangements for children, or formally dividing joint legal property, assets and responsibilities.

Legally Separated

See Legal Separation.

Life Insurance

Plan sponsored by Amalgamated Life Insurance Company under an agreement with the Trustees for the purpose of providing payments to beneficiaries designated by the employee in the event of the death of the employee as described in Section IV and in the Certificate of Coverage (policy).

LPN

A licensed practical or vocational nurse.

Member

1. An employee who is working for a Contributing Employer on whose behalf payments to the Fund are required in the contract specified by the Trustees.
2. An employee who formerly worked for a Contributing Employer and who is covered for certain benefits is a member only with respect to those benefits provided to his or her class of former members.

Network

See Participating Provider.

Non-Panel or Non-Participating

A duly licensed healthcare professional or other provider who does not have any fee agreement with the Benefit Fund.

Over-the-Counter

Any medication that is customarily and legally purchased without a prescription.

Panel Doctor

See Participating Provider.

Part Time

An employee who is regularly scheduled to work a number of hours per week, which is less than the number of hours stipulated in the applicable Union contract for full-time employees performing the same work.

Participating Pharmacy

A licensed, registered pharmacy that has signed an agreement with the Fund's Pharmacy Benefit Manager.

Participating Provider

A duly licensed health practitioner such as a dentist, dental specialist, physician, board-certified or board-eligible specialist, podiatrist, chiropractor, psychologist, psychiatric social worker, optician, optometrist or medical supplier who has signed an agreement with the Benefit Fund or with a network with which the Benefit Fund has a contract, to charge no more than the Fund's Schedule of Allowances.

Pharmacy

An establishment where prescription drugs are legally dispensed. Includes a retail pharmacy, mail-order pharmacy and specialty pharmacy network pharmacy.

Physician

A person licensed by the appropriate department of the state to practice within the medical profession for which he or she has been licensed.

Plan

The benefits and the rules and regulations pertaining to the 1199SEIU Licensed Practical Nurses Welfare Fund for the various levels of benefits as adopted and interpreted by the Trustees and the official documents, such as the Trust Agreement and this SPD, including its preface, in which those benefits and rules and regulations are described.

Plan Administrator

As used in this SPD, shall mean the Board of Trustees and any individuals duly designated by the Trustees to carry out administrative functions.

Prior Authorization or Prior Approval

A requirement to submit a treatment plan or call the Benefit Fund or its agents prior to receiving services or supplies. This review process evaluates the medical necessity and appropriateness of a proposed service or care. This includes, but is not limited to, some dental claims and certain prescription drugs. Prior

Authorization does not include an eligibility determination or a review of a non-Participating Provider's charges. There may be certain penalties, as described in this SPD, if you fail to obtain Prior Authorization.

Schedule

A list of items covered and/or amounts paid.

Schedule of Allowances

Any one of the various fee schedules, such as medical/surgical, vision or dental, established by the Trustees that is used to determine the amount allowed or paid by the Plan for the appropriate service, which is subject to change.

Specialist

A physician licensed by the appropriate department of the state to practice within the generally accepted medical or surgical sub-specialty for which he or she has been licensed.

Specialty Care

Healthcare services or supplies that require the services of a specialist.

Spouse

The person to whom a member is legally married and who is eligible for benefits from the Fund, as described in Section I.A. Generally, wherever the term "your spouse" is used in this SPD, it is intended to refer to your registered NYC domestic partner as well.

Totally Disabled

The inability to perform any gainful employment prior to age 65 as certified by the granting of a Social Security Award from the Social Security Administration.

Trust Agreement

The Agreement and Declaration of Trust entered into between the Union and Contributing Employers, establishing the Fund.

Trustees

The Fund Trustees acting pursuant to the Agreement and Declaration of Trust establishing the Fund, and any successor Trustees, duly designated in the manner set forth in the Agreement and Declaration of Trust.

You or Your

As used in this SPD, the term "You" or "you" (or "Your" or "your") refers to the member, as an individual, and/or to the member's dependents, individually or together, depending on the context in which it is used.



1199SEIU LICENSED PRACTICAL NURSES WELFARE FUND

(646) 473-9200

Outside New York City: (800) 575-7771

www.1199SEIUBenefits.org