Montefiore

Montefiore New Rochelle



Teamsters Benefits Program

2015 Summary Plan Description

Introduction

As an associate of Montefiore New Rochelle Hospital, you enjoy the advantages of an excellent benefits program. The Montefiore Associate Benefits Program provides some very valuable advantages to you and your family, including:

- The *flexibility* to choose from a wide range of benefit options that best meet your individual needs
- The *opportunity* to change your choices once each year as your needs for coverage change

  Plus

- Valuable tax-savings opportunities.

This is a Summary Plan Description (SPD) of the plans that make up your Montefiore Associate Benefits Program. It is designed to meet your information needs and the disclosure requirements of the Employee Retirement Income Security Act of 1974 (ERISA). This SPD provides a description of the plans in effect on January 1, 2015. It explains when you become eligible, what benefits the plans pay, any benefit limitations that apply, how to file claims and where to obtain additional information.

We suggest you read this SPD carefully, share it with your family and keep it in a safe place for future reference. If you have questions about your benefits, contact Montefiore's HR-Benefits Office.

This SPD supersedes all earlier SPDs for the Montefiore Associate Benefits Program. Prior Summary Plan Descriptions and updates described in the fall annual election materials should be discarded.

Information about each of the benefits that make up the Montefiore Associate Benefits Program – and how the Program works – can be found in the following sections.

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If you and/or your family members are Medicare-eligible, Federal law offers more choices for prescription drug coverage. See page 49 for more details.

Eligibility and Enrollment

The Montefiore Associate Benefits Program offers valuable protection to you and your family members. To utilize this coverage, it is important to know who is eligible and how to enroll.

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Glossary of Key Terms

Local 445 – International Brotherhood of Teamsters Local 445

Associate – A full-time or part-time employee of Montefiore.

Claims Administrator –the Company contracted by Montefiore to supervise the processing of claims and administration of the Montefiore Associate Benefits Program.

Family Members – Your spouse (if legally married) or qualified domestic partner, and children of you, your spouse, or qualified domestic partner whom you can cover through December 31 of the year the child reaches age 26 – or a child who is disabled prior to that age.

Full-time Associate – An associate of Montefiore who is regularly scheduled to work 100% of a full-time schedule.

Montefiore's HR-Benefits Office – Contact the HR-Benefits Office when you need assistance with benefits-related issues, by email at montebenefits@montefiore.org or by calling **914.378.6531**. The mailing address is:

HR-Benefits Office
Montefiore Medical Center
111 East 210th Street
Bronx, NY 10467-2490

NYSNA – The New York State Nurses Association.

Part-time Associate – An associate of Montefiore who is regularly scheduled to work less than 100% of a full-time schedule. A regular part-time associate does not include as reported, contingent, session or per diem associates. However, to be eligible for the benefits described in this SPD, a part-time associate must be regularly scheduled to work at least 50% of a full-time schedule.

Qualified Domestic Partner – An individual of the same sex with whom you reside, provided you and that individual:

- Are registered as domestic partners in accordance with the highest form of legally recognized relationship available in your state of legal residence. Proof of marriage in a state other than the one in which the couple resides will also be accepted.
- Are unable to marry because of laws prohibiting marriage to persons of the same sex in the state of your legal residence and:
  - Are of the age of consent in your state of legal residence and competent to enter into a contract
  - Are not so closely related that marriage would otherwise be prohibited
  - Are not legally married to any other person
  - Are the sole domestic partners of each other
  - Live together, share the common necessities of life and are responsible for each other's common welfare, including financial interdependence.

  You must file an "Affidavit of Domestic Partnership" with Montefiore's HR-Benefits Office and submit documentation to establish eligibility. The affidavit is available from Montefiore's HR-Benefits Office or on the Benefits Website at www.mymontebenefits.com.

Spouse – The individual to whom you are legally married according to civil or common law in your state of residence.

Temporary Associate – A full-time or part-time associate of Montefiore who is hired and employed to work for a definite period of time of limited duration that does not exceed six months.

How the Montefiore Associate Benefits Program Works

One of the many advantages of Montefiore's Associate Benefits Program is the fall annual election period. At that time, you will receive all the materials you need to make your elections. The decisions you make during the election period will take effect the following January 1 and will stay in effect until you make a change during a subsequent election period or if you have a qualified change in status.

Your choices for coverage can be made in the following benefit areas. Benefits may be subject to restrictions and limitations. Be sure to read the rest of this SPD for a complete description of available benefits.

HEALTHCARE – You make separate elections for Medical, Vision and Dental coverage.

- **Medical** – MonteCare EPO*,* MonteCare PPO, *or* you can elect no coverage. MonteCare EPO and MonteCare PPO both use the same provider networks.
  - MonteCare EPO requires you to use in-network providers to receive benefits. Within the provider network, you'll save money when you use Montefiore facilities and providers.
  - MonteCare PPO gives you the flexibility to choose any provider you wish (however you'll pay more for healthcare services out-of-network).
- **Vision** – Select the Low or High Option Spectera Vision Plan – *or* you can elect no coverage. Pays benefits for eye exams, eyeglass lenses and frames and contact lenses; you can also receive discounts on laser vision correction and contact lens replacement.
- **Dental** – Two options – Preventive & Diagnostic Dental Care Only or Indemnity/PPO Dental Benefits Option (with access to dentists in the Empire Dental Premium Care PPO Network including Montefiore's Department of Dentistry) – the Aetna Dental Maintenance Organization (DMO) *or* you can elect no coverage.

FLEXIBLE SPENDING ACCOUNTS (FSA) – You can contribute to a Healthcare Account and/or Dependent Care Account annually or elect not to make contributions.

LIFE INSURANCE

- Basic
  - 1 times your annual base salary, up to a maximum of $250,000
  - $50,000 (Opt Down Only)
  - No coverage
- Supplemental
  - An additional 1 to 7 times your annual base salary, up to a maximum of $750,000
  - No coverage.

ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE

- Basic
  - 1 times your annual base salary, up to a maximum of $250,000
  - No Coverage
- Optional (Only available if you elect 1X Basic AD&D Insurance)
  - An additional 1 to 7 times your annual base salary, up to a maximum of $750,000
  - No coverage.

DEPENDENT LIFE INSURANCE

You can choose from two options to provide Life Insurance for your spouse or qualified domestic partner and eligible children *or* elect no coverage

- $10,000 of coverage for your spouse and $5,000 for each child
- $20,000 of coverage for your spouse and $10,000 for each child.

GROUP LEGAL SERVICES

One option offers a broad spectrum of legal services for you, your spouse or qualified domestic partner and your eligible dependent children – *or* elect no coverage.

Eligibility for Associate Benefits

You are eligible to enroll in the Montefiore Associate Benefits Program if you are a regular or temporary associate of Montefiore New Rochelle Hospital, covered by a collective bargaining agreement with the International Brotherhood of Teamsters Local 445 and work at least 50% of a full-time schedule.

Eligible individuals include associates whose collective bargaining agreement provides for coverage under the Montefiore Associate Benefits Program. In determining your eligibility, the Plan Administrator will rely on the worker classification assigned to you by Montefiore as determined under Montefiore's Human Resources Policy and Procedure Manual.

The following associates are *not* eligible for the Montefiore Associate Benefits Program:

- Registered nurses whose position is covered by a collective bargaining agreement with the NYSNA or 1199
- Associates whose position is covered by a collective bargaining agreement with 1199 or Local 30
- House staff officers
- Leased employees
- Independent contractors

  and

- Any other associate who is not treated as an employee for payroll purposes even if a court or administrative agency determines that such an individual is an employee rather than an independent contractor.

Family Members

Your family members are also eligible for coverage under the Montefiore Associate Benefits Program.

For Healthcare, Dependent Life Insurance and Group Legal Services

Eligible family members include your spouse or qualified domestic partner and children of you, your spouse, or qualified domestic partner whom you can cover through December 31 of the year they reach age 26.

Stepchildren, legally adopted children, and children for whom you are legal guardian are also eligible for coverage, as long as they meet the age requirement.

Coverage can be continued beyond the ages shown above for an eligible child who while covered as your dependent under the Montefiore Associate Benefits Program, becomes disabled – as determined by the Claims Administrator. You will initially be required to provide a physician's statement certifying the child's handicap and provide periodic proof thereafter, as requested by the Claims Administrator and/or Dental Maintenance Organization (DMO). Coverage will continue while you remain covered by Montefiore benefits for as long as the child remains disabled. To apply for this continuing coverage, you must notify Montefiore's HR-Benefits Office in writing on the appropriate forms at least 30 days before the child's coverage would otherwise end.

Your Cost for Coverage

Montefiore Associate Benefits Program costs and options are reviewed periodically and may change at any time and for any reason. The following table shows each of the benefit options available to you and whether or not you contribute toward the cost of coverage.

Benefit area	Cost of Coverage
Medical	
• MonteCare EPO	Montefiore pays 100% of the MonteCare EPO premium for you and your family members.
• MonteCare PPO	You and Montefiore share the cost of coverage. Your MonteCare PPO contributions are also based on your salary, if you are a full-time or part-time associate, whether you use tobacco and whether you elect single or family coverage ***plus*** the difference in cost between MonteCare EPO and MonteCare PPO coverage. Rates are adjusted for eligible part-time associates based on their full-time equivalent salary.
Vision	You pay the full cost of coverage.
Dental	
• Preventive & Diagnostic Dental Care Only	Montefiore pays the full cost; you contribute nothing.
• Indemnity/PPO Dental Benefits Option	If you elect Indemnity/PPO coverage during your first year at Montefiore, you pay the full cost. After one year, you and Montefiore share the cost of coverage. If you are an eligible part-time associate, your share of the cost is pro-rated based on your schedule as compared to a full-time schedule.
• Dental Maintenance Organization (DMO)	Montefiore pays the full cost; you contribute nothing.
Flexible Spending Accounts	You make all of the contributions necessary to fund these accounts.
Basic Life Insurance	If you elect Basic Life Insurance coverage during your first year* at Montefiore, you pay the full cost. After one year, Montefiore pays for coverage equal to one times your annual base salary – up to $250,000. If your annual base salary is greater than $50,000, you can opt down to $50,000 to avoid imputed income.
Basic AD&D Insurance	If you elect Basic AD&D Insurance coverage during your first year* at Montefiore, you pay the full cost. After one year, Montefiore pays for coverage equal to one times your annual base salary – up to $250,000.
Business Travel Accident (BTA) Insurance	Montefiore pays the entire cost of BTA coverage. You pay nothing.
Supplemental Life Insurance, Optional AD&D Insurance, Dependent Life Insurance, Group Legal Services	You pay the full cost of coverage.

Making Your Contributions

Any contributions are deducted bi-weekly.

Any contributions you make for Basic and Supplemental Life Insurance, Basic and Optional AD&D Insurance, Dependent Life Insurance and Group Legal Services coverage are made with after-tax dollars. After-tax dollars are deducted after all applicable taxes have been determined and withheld.

Any contributions you make for Medical, Vision, Dental and Flexible Spending Accounts are made with *before-tax dollars*.

Before-tax dollars come out of your pay before federal income and Social Security taxes are withheld – and in most states, including New York – before state and local taxes are withheld too. This gives your contributions a special tax advantage and lowers the actual cost to you.

Although before-tax contributions reduce your taxable income, they generally will not affect other benefits related to your income. By making before-tax contributions, you may pay less in Social Security taxes, which could lower your Social Security benefits at retirement or in case of disability. However, any reduction in Social Security benefits should be minimal.

If you elect Medical, Vision or Dental coverage for a qualified domestic partner, the difference between the cost for single and family coverage will be included in your taxable income to calculate withholding taxes each pay period. This amount is subject to federal, state and city income taxes and Social Security and Medicare tax – *unless your qualified domestic partner is a dependent for federal income tax purposes.* If your qualified domestic partner is your dependent, you must provide proof to the Plan Administrator.

How to Enroll

When you first begin at Montefiore and each year during the Fall Annual Benefits Election Period, you have the opportunity to elect your benefit options.

You enroll online at Montefiore's Enrollment Website – www.montebenefits.com. Or, you can call the Benefits Enrollment Call Center **888.860.6166** Monday through Friday between 8am and 8pm EST. An enrollment specialist will help you enroll.

If you have questions about:

- ***The enrollment process or the Enrollment Website***, click on the live Chat icon on the top, right toolbar after you log in (Monday through Friday between 8am and 8pm EST).
- ***Your benefits***, contact the HR-Benefits Office at **914.378.6531** or at montebenefits@montefiore.org.

Enroll Online

Log On To www.montebenefits.com Using Your Username and Password.

- **Verify Your Personal Information and Dependent Eligibility.**
  - You are required to enter a Primary Contact name and telephone number. It is important for Montefiore to know who to contact on your behalf in the event of an emergency.
  - Enter your family member information. You must include each dependent's name, date of birth and Social Security Number.
  - List your beneficiary designation(s) information for life insurance coverage. Be sure you have each beneficiary's name, date of birth and Social Security Number.

  Important
  Providing dependent and beneficiary information does not automatically enroll a dependent in coverage or designate a beneficiary. That's accomplished through the benefits selection process.

  If you need to make any changes to your personal information, please email the HR-Benefits Office at montebenefits@montefiore.org.

- **Select Your Benefits.**
  - When you enroll, indicate whether you use tobacco. If you have used tobacco products and answer "Yes" to the tobacco user question(s), you will be assessed a higher tobacco user premium. In 2015, this means your medical premium will be 20% higher than a non-tobacco user's premium rate. A non-tobacco user has not smoked, chewed or in any other manner used tobacco products of any kind during:
    - the 12 months immediately before October 1st *for* Supplemental Life Insurance
    - The 6 months immediately before December 31st or the individual(s) arranges for a consultation with OHS/Referral for Free Nicotine Replacement Therapy by December 31st.

    If you do not answer the tobacco use question, you will pay the higher tobacco user premium surcharge for Medical and Supplemental Life Insurance coverage – even if you are not a tobacco user.
  - Enroll family members for healthcare coverage.
  - You *must* make a Healthcare and/or Dependent Care Flexible Spending Account election each year if you want either or both of these accounts.
  - Designate a beneficiary for your Life and AD&D Insurance.

Dependent Verification

If you elect family healthcare coverage, you must submit verification of your family member's status with a copy of the following documentation:

- Marriage License or Affidavit of Domestic Partnership (if marriage between same sex partners is not recognized in your legal state of residence)
- Birth Certificate, final Adoption Papers or Court Documents.

Please send the documents via email, fax or mail to:

- Email: mmcdepverify@winstonbenefits.com
- Fax: **732.903.1166**
- Mail: Winston Financial Services
  Montefiore Dependent Audit
  PO Box 430
  Manasquan, NJ 08736

Should you wish to discontinue coverage for a qualified domestic partner, you will need to complete a *Statement Terminating Domestic Partnership*, which you may obtain from and should return to Montefiore's HR-Benefits Office.

If you are enrolled in the DMO and you do not enroll a dependent (age five or older) within 31 days of the date he/she first becomes eligible, DMO benefits during the first 12 months of coverage will be limited to preventive and diagnostic care, X-rays and pathology, and treatment of accidental injuries sustained while a DMO participant.

You should notify Montefiore's HR-Benefits Office, in writing, within 30 days if a covered family member no longer qualifies for coverage. That way, you can, if you wish, arrange for COBRA coverage for Medical, Vision and Dental benefits. If you fail to notify Montefiore's HR-Benefits Office in writing, your contributions will continue to be based on the family rate even if you have no other covered dependents.

Default Coverage

If you are a newly eligible associate and do ***not*** enroll within 30 days after you become eligible, you will default to the following coverages and will not be able to make any changes during the year, unless you have a qualified change in status:

- MonteCare EPO – medical coverage for yourself only
- Preventive & Diagnostic Dental Care Option – single dental coverage for preventive and diagnostic care only
- Basic Life Insurance and Basic AD&D Insurance each equal to one times your annual base salary (up to a maximum of $250,000)
- BTA and Basic Long-term Disability
- No Vision, Supplemental Life Insurance, Optional AD&D Insurance, Dependent Life Insurance, Group Legal Services or Flexible Spending Accounts

HIPAA Special Enrollment Rights

You may request a special enrollment under the following circumstances:

- Within 30-days of the date:
  - You or a family member loses other group health plan coverage (such as a spouse's plan)
  - You acquire a new family member through marriage, establishment of domestic partnership, birth, adoption or legal guardianship
- Within 60-days of the date, you or a family member:
  - Are no longer eligible for coverage under the Children's Health Insurance Program (CHIP) or Medicaid
  - Becomes eligible for premium assistance under the State's Children's Health Insurance Program (CHIP) or Medicaid.

When Coverage Begins

For:	This is when coverage begins if you are eligible and are a:	
	A regular full-time or eligible part-time associate	**A temporary full-time or eligible part-time associate**
• Healthcare • Flexible Spending Accounts • Basic and Supplemental Life*, Dependent Life and Basic and Optional AD&D Insurance • Group Legal Services • Long Term Disability	The first day of the month coincident with or after your employment	The first day of the month coincident with or after you complete three months of employment
• Business Travel Accident (BTA) Insurance	Your first day of employment	
* If you elect Supplemental Life Insurance coverage that is more than three times your pay, you must provide evidence of insurability to the insurance company. Coverage exceeding three times pay and contributions for that coverage will not begin until you receive written approval from the insurance company.		

Coverage for your enrolled family members begins when your coverage begins provided you have enrolled them within 30 days after they first become eligible. Otherwise, their coverage will not begin until the January 1 after the next fall annual election period in which you enroll them.

If a family member (other than a newborn child) is hospitalized on the day coverage is to begin, coverage for that member won't begin until the confinement ends.

Benefit elections made during the fall annual election period become effective on the following January 1st.

Changing Your Enrollment Decisions during the Year

Internal Revenue Service (IRS) rules restrict your ability to change your Montefiore Associate Benefits Program enrollment decisions at any time other than during the fall annual election period, unless you experience a qualified change in status.

Qualified status changes include:

- Your marriage, divorce, legal separation, or annulment
- Establishment or termination of a qualified domestic partnership
- Birth, adoption or legal guardianship of a dependent child
- Death of a family member
- Failure of a child to qualify as a dependent (i.e., he or she reaches the maximum age for coverage or is no longer handicapped)
- Change in your spouse's or qualified domestic partner's employment (either starts a new job or terminates employment) or involuntary loss of insurance coverage under another group plan
- Change in your, your spouse's, qualified domestic partner's position or schedule that makes you ineligible for coverage
- Change from a non-participating part-time to an eligible associate
- Change from a full-time to an eligible part-time associate
- Geographic relocation that changes your DMO membership options
- Strike or lockout involving you, your spouse, qualified domestic partner or dependent
- Commencement or return from an unpaid leave of absence by you, your spouse, qualified domestic partner or dependent.

If you experience a qualified change in status, you can modify your Montefiore Associate Benefits Program coverage, provided:

- You notify Montefiore's HR-Benefits Office in writing within 30 days of the change in status, otherwise you will have to wait until the next fall annual election period to modify your coverage and/or to add newly eligible family members
- You furnish appropriate documentation – i.e., a marriage certificate, birth certificate, etc.

  and

- The adjustment you make is consistent with the status change.

Any change in coverage will generally take effect as of the date of the status change. However, those coverage changes which require approval by an insurance company (for example, electing or increasing the amount of your Life Insurance, or electing or increasing Dependent Life Insurance more than 30 days after a family member first becomes eligible) will not go into effect until you receive written notification from the insurance company that your application has been approved. Your contributions will be deducted bi-weekly after Montefiore's HR-Benefits Office has been notified that the new coverage is effective.

Change in Marital Status • Marriage or Establishment of a Qualified Domestic Partnership • Legal Separation, Divorce or Termination of a Domestic Partnership	• Medical, Dental and Vision – elect or change coverage, change option • Life and AD&D Insurance – elect or change coverage • Healthcare FSA – establish an account or increase contributions • Dependent Care FSA – establish an account or change contributions
Change In Family Status • Birth, Adoption, or Legal Guardianship • Death of a Family Member	• Medical, Dental and Vision – elect or change coverage, same option • Life and AD&D Insurance – elect or change coverage • Healthcare FSA – establish an account or increase contributions • Dependent Care FSA – establish accounts or change contributions
Change In Employment Status • Your Spouse or Qualified Domestic Partner's Employment Status Changes • Your Employment Status Changes	• Medical, Dental and Vision – elect or change coverage, change option • Life and AD&D Insurance – elect or change coverage • Healthcare FSA – establish an account or increase contributions • Dependent Care FSA – establish accounts or change contributions
Change in Benefits Eligibility	
• You Become Ineligible for Coverage	• Medical, Dental and Vision – Elect COBRA • Life and AD&D Insurance – Convert to direct pay • Healthcare FSA – Make after-tax COBRA contributions for the balance of calendar year • Dependent Care FSA – cancel contributions
• Your Dependent Becomes Ineligible For Coverage	• Medical, Dental and Vision – change coverage, same option, COBRA • Life and AD&D Insurance – change coverage or cancel • FSA – no change
• Your Dependent Becomes Eligible For Coverage	• Medical, Dental and Vision – elect, change coverage, same option • Life and AD&D Insurance – elect or change coverage • Healthcare FSA – establish an account or increase contributions • Dependent Care FSA (no change unless child is under age 13) – establish an account or increase contributions
Relocation to an Area Not Serviced by Your Current DMO	• Medical – No Change • Dental – Change Option • Vision – No Change • Life and AD&D Insurance and Flexible Spending Accounts – No Change

If Your Pay Is Stopped or Reduced

If your pay is reduced for any reason, your contributions will continue as long as you remain an eligible associate and your salary is sufficient to cover any required contributions. If your salary is not sufficient, you must make arrangements to prepay these premiums.

For example, your pay may be reduced if:

- You exhaust your paid time off benefits
- You switch from a full-time to a part-time schedule

  or

- You are an eligible part-time associate whose schedule is reduced.

Coverage during Approved Leaves of Absence

If you request and are approved for a leave of absence under the Family and Medical Leave Act (FMLA) or the Uniformed Services Employment and Reemployment Rights Act (USERRA), you will be entitled to continue your healthcare coverage provided you satisfy certain requirements. Contact Montefiore's HR-Benefits Office for additional information.

Family and Medical Leave – If you go on an approved FMLA leave you can elect to:

- Continue healthcare coverage for yourself and any enrolled dependents and pay the required contributions

  or

- Suspend coverage during your leave. (If you suspend coverage, you and your dependents will be covered on the day you return to work. Evidence of insurability will not be required.)

If you elect to continue coverage, it will continue for the duration of your leave or until the earlier of the following:

- You fail to pay the required contribution within 30 days of its due date

  or

- The date you notify Montefiore that you will not return to work from your leave. (In this case, you will be required to reimburse the Montefiore Associate Benefits Program for the Montefiore-paid portion of the health insurance premium unless your termination of employment is from reasons beyond your control.)

Military Leave – Healthcare coverage continues for the first six-months of a military leave provided you continue to make the required contributions. If you remain absent for more than six-months, you can elect COBRA continuation coverage. Coverage for your family members remains in effect for six-months after which they can elect COBRA continuation coverage.

Personal Leave – Healthcare coverage continues through the end of the month in which your approved personal leave of absence begins provided you continue to make the required contributions. If you remain absent from work for more than 30 days, you can elect COBRA continuation coverage.

Sabbatical – You can elect to continue your healthcare coverage for up to six months of an approved sabbatical provided you continue to make the required contributions. If you suspend coverage during your leave, you and your dependents will be covered on the day you return to work – without having to provide evidence of insurability.

Paying For Coverage During a Leave

If you elect to continue coverage during an approved leave, you must continue to make the required contributions. You can:

- Pre-pay the entire amount before your leave begins on a before-tax basis

  or

- Make contributions on a monthly basis after your leave begins using after-tax dollars.

Healthcare

Your healthcare benefits are designed to help you pay for most types of healthcare expenses you and your eligible family members may incur.

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Medical Benefits

Your Medical choices cover a variety of medical services and supplies in and out of the hospital. As an eligible associate, you can select from MonteCare EPO, MonteCare PPO or you can elect no coverage.

This section of your Summary Plan Description describes the benefits provided under MonteCare EPO and MonteCare PPO. Your Medical options provide benefits only for covered services and supplies that are medically necessary for the treatment of a covered illness or injury. ***Only those services and supplies specifically listed as covered in this SPD are eligible for reimbursement through your medical benefits.***

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Glossary of Key Terms

Ambulatory Surgical Center – A public or private facility, licensed and operated according to law, with an organized staff of physicians equipped to perform surgery. Both a physician and a registered nurse (RN) must be on the premises when surgery is performed. Ambulatory care centers do *not* provide services or accommodations for overnight stays.

Annual Out-of-pocket Maximum – The out-of-pocket maximum is the total dollar amount that you have to pay for eligible medical expenses including coinsurance, deductibles and copayments (up to R&C limits) in any calendar year. Once the annual out-of-pocket maximum is reached, the Medical options pay 100% of all remaining eligible covered expenses for that individual (or family) for the rest of that calendar year.

Birthing Center – A public or private facility, licensed and operated according to law, providing a home-like setting under a controlled environment for the purpose of childbirth.

Bona Fide Medical Emergency – A bona fide medical emergency is a sudden, unexpected and serious illness or injury requiring immediate medical care at the nearest hospital equipped to provide treatment. Examples include heart attack, loss of consciousness, poisoning, appendicitis and convulsions.

Brand Name Drug – A prescription drug with a proprietary name assigned to it by the manufacturer or distributor.

Chiropractic Services – The detection and correction, by manual or mechanical means, of the interference with nerve transmissions caused by the distortion, misalignment or dislocation of the spinal (vertebrae) column.

Coinsurance – The percentage of the cost you pay for covered expenses under Medical and Dental options, or any other sources of medical and dental payments, such as an employer-sponsored health plan or automobile insurance, once the appropriate deductibles have been satisfied.

Consolidated Omnibus Budget Reconciliation Act (COBRA) – Federal legislation that provides participants who lose healthcare coverage with an opportunity to elect to continue healthcare coverage for a specified period of time by paying the full premium plus a 2% administrative charge.

Copayment – A flat-dollar amount you pay for certain medical services, such as in-network physicians' office visits or prescription drugs at an authorized Express Scripts pharmacy under MonteCare EPO and MonteCare PPO.

Custodial Care – Room and board and other institutional services provided mainly to aid an aged or physically impaired person in daily living. Activities of daily living include bathing, feeding, administration of oral medicines or other services, which can be provided by someone other than a trained healthcare provider.

Deductible – The annual amount you must pay before benefits for certain out-of-network covered expenses are paid under the MonteCare PPO. There is no deductible for in-network care under MonteCare EPO and MonteCare PPO.

Doctor (or physician) – An individual (other than yourself) holding a degree of Doctor of Medicine (MD), Doctor of Osteopathy (DO), Doctor of Dental Surgery (DDS), Doctor of Dental Medicine (DDM), Doctor of Podiatric Medicine (DPM) or Doctor of Chiropractic (DC), practicing within the scope of his or her license under the laws of the state or jurisdiction in which the services are provided.

Elective Medical Admission – Any non-emergency hospital admission, which may be scheduled at the patient's convenience.

Empire Behavioral Health Network – A network of providers who specialize in mental health, alcoholism and substance abuse counseling and treatment.

Empire BlueCross BlueShield (Empire) – The Claims Administrator for the MonteCare PPO, Preventive & Diagnostic Dental Care Option and the Indemnity/PPO Dental Benefits Option. Empire is not the Claims Administrator for prescription drug or vision benefits, Flexible Spending Accounts or Life Insurance.

Empire BlueCard PPO Network – A national network of doctors, hospitals, laboratories and ancillary healthcare providers who have agreed to charge negotiated rates for their services, which are typically lower than they would otherwise charge. For more information or if you would like to find a network provider you can contact Empire at **866.236.6748** or online at www.empireblue.com/montefiore.

Experimental/Investigational – A service, supply, or treatment that meets one or more of these conditions:

- It is within the research or experimental/investigational stage, or
- It involves the use of a drug or substance that has not been approved by the United States Food and Drug Administration, by issuance of a New Drug Application or other formal approval, or
- It is not in general use by qualified physicians who are specialists in the field of the illness, or
- It is not of demonstrated value for the diagnosis or treatment of sickness or injury.

Express Scripts – The Claims Administrator for prescription drug benefits.

Formulary – A formulary is a list of medications approved by the U.S. Food and Drug Administration (FDA), including both brand name and generic drugs. Drugs on the formulary are selected by a panel of physicians and pharmacists because they can safely and effectively treat most medical conditions while helping to contain costs. The formulary is reviewed and revised regularly to reflect new prescription drugs and other changes in the market.

Generic Drug – A prescription drug, whether identified by its chemical proprietary or non-proprietary name that is accepted by the U.S. Food and Drug Administration as therapeutically equivalent.

Healthcare Provider – A physician, nurse, psychologist, psychiatric social worker, psychiatric nurse practitioner, physical, speech or occupational therapist or any other individual providing healthcare services to whom a state has granted a license or certification and permits the billing of their services.

Home Healthcare Agency – A public or private agency or organization licensed and operated according to law, providing medical care and treatment in the patient's home. The agency must be supervised by at least one physician and registered nurse (RN), and be based on policies established by professionals in the field.

Home Hospice – A program of home care approved by a physician for a terminally ill patient with a life expectancy of no more than six months.

Hospice Facility – A public or private organization licensed and operated according to law, primarily engaged in providing palliative, supportive and other related care for terminally ill patients who are not expected to live more than six months. The facility must be staffed by at least one physician, one registered nurse, one social worker, one volunteer and have a volunteer program. A hospice is *not* a facility that is primarily a place for rest, custodial care, the aged, drug addicts, alcoholics or a hotel or similar institution.

Hospital – A public or private facility licensed and operated according to law, which provides care and treatment by physicians and nurses to ill or injured people with facilities for diagnosis and major surgery. The facility must be under the supervision of physicians with registered nurses on duty at all times. A hospital does *not* include an institution, or part of one, which is mainly a place for rest, the aged or convalescent care. A hospital under this definition includes treatment facilities for tuberculosis, substance abuse and mental/nervous conditions.

Maintenance Care – Services and supplies provided primarily to maintain a level of physical or mental function.

Medically Necessary – Any generally accepted medical service or supply that is:

- Appropriate and necessary for the treatment or diagnosis of a medical condition
- Not primarily for the convenience of the patient or his/her healthcare provider
- Within medical standards or medical practice in the community where services are performed

  and

- The most appropriate treatment, which can safely be provided on an inpatient or outpatient basis.

For hospitalization, medically necessary also means that due to the patient's general health or the severity of the medical condition, treatment cannot be provided on an outpatient basis or in another, less intensive inpatient facility.

For ambulance service, medically necessary means the severity of the individual's medical condition precludes any other means of transportation.

MonteCare – MonteCare EPO and MonteCare PPO of the Montefiore Associate Benefits Program.

Montefiore Integrated Provider Association (MIPA) – a network of providers established by the Contract Management Organization (CMO) of Montefiore Medical Center. The HR-Benefits Office does not participate in selecting physicians who join the MIPA. The MIPA ensures physicians' credentials. This type of arrangement is called a Preferred Provider Organization (PPO). MIPA physicians must be board-certified or board-eligible and must meet MIPA standards. Montefiore contracts with the MIPA under MonteCare PPO for provider services only. You can call the Montefiore CMO Customer Service Department at **914.377.4400** to determine MIPA providers.

Morbid Obesity – A condition in which:

- An individual weighs at least 100 pounds more than his or her normal body weight or twice the normal weight of a person the same height

  and

- Conventional weight reduction measures have failed

  and

- The excess weight causes a medical condition – e.g., physical trauma, pulmonary and circulatory insufficiency, diabetes or heart disease.

Non-duplication of Benefits – A provision which limits payments from all sources to an amount that MonteCare would have paid had there been no other coverage available.

Nurse – A registered graduate nurse (RN), licensed vocational nurse (LVN), licensed practical nurse (LPN) or nurse practitioner – if licensed in the state where he or she practices for the services provided.

Ophthalmologist – A physician who specializes in eye care.

Optician – A person legally qualified to supply eyeglasses according to prescriptions written by an ophthalmologist or an optometrist.

Optometrist – A doctor of optometry who is trained and legally qualified to perform eye examinations and prescribe lenses.

Out-of-network Providers – Physicians and other healthcare providers who are not part of the MIPA or Empire BlueCard PPO Networks.

Participating Pharmacy – A retail pharmacy which has contracted with Express Scripts to provide prescription services.

Reasonable and Customary (R&C) – Reasonable and Customary charges are based on an HIAA survey of charges assessed for similar care within the geographic area in which the services are provided. Empire establishes its payment schedule for out-of-network claims based on the 70th percentile of these charges. The Plan benefit is then determined by applying the cost-sharing percentage (e.g. 70% or 80%) to this amount; you are responsible for paying the balance of the bill to the provider.

Separate Admission – Two or more hospital admissions for the same or a related condition that are separated by at least 90 days, *or* which are to treat entirely different illnesses or injuries.

Separate Surgical Procedure – Surgical procedures performed at different operative sessions. If two or more surgical procedures are performed during the same operative session through:

- The same incision, natural body orifice or operative field, Medical benefits will cover the R&C charge for the most expensive procedure only, or
- Different incisions, natural body orifice or operative field, Medical benefits will cover the R&C charge for the most expensive procedure plus 50% of the combined R&C charges for all other procedures performed.

Skilled Nursing Facility – A public or private facility, licensed and operated according to law, which maintains permanent and full-time accommodations for 10 or more resident patients. It must have a physician or registered nurse or licensed practical nurse on duty at all times. In addition, the facility must keep daily medical records, have transfer arrangements with one or more hospitals and a utilization review plan in effect. A skilled nursing facility must be primarily engaged in providing skilled nursing care for convalescence from an illness or injury and is not a rest home, for custodial care or for the aged.

Special Treatment Facility – A facility with a treatment program approved by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO).

Subrogation – The right of the Montefiore Medical Center Associate Benefits Program to recover medical or dental expenses paid to the participant for illness or injuries wrongfully caused by a third party or any illness or injury for which you and/or your family members are eligible to receive reimbursement from a third party.

Subrogation Agreement – A written agreement in which a covered individual agrees to reimburse the appropriate Plan for Medical and/or Dental benefits resulting from illness or injuries caused by a third party or any illness or injury for which you and/or your family members are eligible to receive reimbursement from a third party. The agreement must be signed by the associate and/or his or her family members, if applicable, before Plan payments are made to reimburse expenses incurred as a result of such illness or injury.

Substance Abuse Treatment Facility – A public or private facility, licensed and operated according to the law, which provides a program for the diagnosis, evaluation and effective treatment of substance abuse, including detoxification and infirmary-level medical services. The treatment must be provided by licensed nurses under the direction of a full-time registered nurse and the supervision of a staff of physicians. The facility must also prepare and maintain a written treatment plan for each patient based on the patient's medical, psychological and social needs.

Vision Examination – An examination by an ophthalmologist or an optometrist that includes, but is not limited to, history, external examination of the eye, examination to determine any refractive error, measurement of the ability to focus both eyes, examination of the interior of both eyes (by instrument), and a prescription for corrective lenses, if necessary.

An Overview of Your Medical Options

Montefiore Medical Center offers two Medical options from which you can choose – MonteCare EPO and MonteCare PPO. While each of the options generally covers the same healthcare services, they differ in the following areas:

- Your share of the cost – including:
  - Any premiums which you pay whether or not you use the plan

    plus
  - Any deductibles and/or coinsurance and copayments you have to pay when you receive healthcare services.
- **Provider selection** – MonteCare EPO and MonteCare PPO both use the same provider networks.
  - MonteCare EPO requires you to use in-network providers to receive benefits. Within the provider network, you'll save money when you use Montefiore facilities and providers.
  - MonteCare PPO gives you the flexibility to choose any provider you wish (however you'll pay more for healthcare services out-of-network).

Provider Network

Provider networks include hospitals, laboratories, physicians and other healthcare providers who have agreed to charge negotiated rates for their services. The negotiated rates are lower than typically charged. Many healthcare providers belong to more than one network.

For	MonteCare EPO/MonteCare PPO Network
Hospitals and Other Facilities	Empire BlueCard PPO and Montefiore Network (including Moses, Weiler, Wakefield, Westchester Square, The Children's Hospital at Montefiore, Montefiore New Rochelle Hospital, Montefiore Mt. Vernon Hospital, Montefiore Ambulatory Surgical Facilities, Montefiore Imaging Center, Montefiore Department of Radiology, Advanced Endoscopy Center and NY GI Center)
Skilled Nursing Facility, Hospice	Empire BlueCard PPO Network and Schaffer Extended Care Center
Laboratories	Quest Laboratories, LabCorp and any hospital laboratory participating in the Empire BlueCard PPO and Montefiore Network (including Moses, Weiler, Wakefield, Westchester Square, The Children's Hospital at Montefiore, Montefiore New Rochelle Hospital, Montefiore Mt. Vernon Hospital)
Pharmacies	Express Scripts participating retail pharmacies, Home Delivery Pharmacy Service and Montefiore outpatient pharmacies
Physicians, Therapists and Counseling for Mental Health and Substance Abuse	Montefiore Integrated Provider Association (MIPA), Empire BlueCard PPO Network, Montefiore Behavioral Care Integrated Provider Association (MBCIPA) and Empire Behavioral Health Network

The network changes continually – new physicians are added, others leave the network. It is your responsibility to confirm whether or not a physician is participating in the network when you call to make an appointment and at the time of each visit. For more information or if you would like to find a network provider you can contact the Montefiore CMO Customer Service Department at **914.377.4400**, Empire at **866.236.6748** or online at www.empireblue.com/montefiore.

In-network Copayments

In-network copayments depend on which option you elect and whether you use Montefiore facilities and physicians in the Montefiore Integrated Provider Association (MIPA) *or* the Empire BlueCard PPO Network:

	MonteCare EPO		MonteCare PPO	
	Montefiore Network	**Empire BlueCard PPO Network**	**Montefiore Network**	**Empire BlueCard PPO Network**
Preventive Care including: • Annual Physical Exam • Obstetrician and Gynecologist • Well Child Exams/Immunizations	$0	$0	$0	$0
Office Visits including Mental Health/Substance Abuse Care				
• Primary Care Physician	$15 copay/visit	20% coinsurance after deductible	$15 copay/visit	10% coinsurance after deductible
• Specialist	$15 copay/visit	20% coinsurance after deductible	$15 copay/visit	10% coinsurance after deductible
• Chiropractic Care – 10 visits	$50 copay/visit	20% coinsurance after deductible	$35 copay/visit	10% coinsurance after deductible
Emergency Room in a bona fide emergency	$100 copay/visit (waived if admitted)	$100 copay/visit (waived if admitted)	$100 copay/visit (waived if admitted)	$100 copay/visit (waived if admitted)
Hospital Inpatient	$0	20% coinsurance after deductible if pre-certified by Conifer Value Based Care; otherwise 30% coinsurance after deductible	$0	$1,000 copay if pre-certified by Conifer Value Based Care; otherwise $1,500 copay except in the case of an emergency admission or readmission for the same cause within 90-days of discharge. Copay does not apply to newborn care
Urgent Care Facility	$0	$30 copay/visit	$0	$30 copay/visit
Urgent Care Professional	$15 copay/visit	$30 copay/visit	$15 copay/visit	$30 copay/visit
Outpatient Surgery	$0	20% coinsurance after deductible	$0	$500 copay
MRI, MRA, CAT Scan, PET or Nuclear Cardiology	$0	20% coinsurance after deductible	$0	$250 copay

The Deductible

The *deductible* is the amount you must pay before benefits for certain covered services are paid. The deductible applies to each covered individual once each calendar year. The covered expenses of all family members may be used to help meet the family maximum.

The amount of the deductibles depends on the option and level of coverage you elect, as follows.

	Montefiore Network	**Empire BlueCard PPO Network**	**Out-of-network**
MonteCare EPO Individual/Family Deductible	None	$500/$1,000	Not covered
MonteCare PPO Individual/Family Deductible	None	$200/$400	$1,000/$2.500

The deductible does not apply to services provided at Montefiore facilities and by Montefiore providers

Annual Out-Of-Pocket Maximum

The annual out-of-pocket maximum is the maximum total dollar amount you have to pay for eligible medical expenses including coinsurance, deductibles and copayments (up to R&C limits) in any calendar year.

Once the annual out-of-pocket maximum is reached, the Medical options pay 100% of all remaining eligible covered medical expenses for that individual (or family) for the rest of that calendar year.

Here are the annual out-of-pocket maximums for each Medical option.

	In-network	**Out-of-network**
MonteCare EPO		
• Individual/Family Out-of-pocket Maximum (Deductible + Copayments + Coinsurance)	$5,350/$10,700	Not covered
MonteCare PPO		
• Individual/Family Out-of-pocket Maximum (Deductible + Copayments + Coinsurance)	$5,350/$10,700	$6,000/$17,500

Covered Expenses

In-hospital Care

The Medical options cover semi-private hospital room, board and medical supplies for up to 365 days of treatment. If only private rooms are available, the Medical options cover those charges up to the prevailing semi-private room rate in the area in which treatment is received.

Inpatient expenses include:

- Anesthesia supplies and use of equipment
- Dressings and plaster casts
- Drugs and medicines for use in the hospital
- General nursing care (in-hospital private duty nursing care is not covered)
- Intensive care, coronary care or other special care units and equipment
- Medical services and supplies customarily provided by the hospital, other than personal convenience items
- Oxygen and use of equipment for its administration
- Use of blood transfusion equipment and administration of blood or blood derivatives if administered by a hospital employee
- Use of operating, cystoscopic and recovery rooms
- X-rays and laboratory examinations.

Coverage is also provided for:

- Cosmetic Surgery – if needed to repair damage caused by an accident or a birth defect
- Dental work or surgery if your physician certifies that hospitalization is necessary to safeguard your life
- Maternity care – a minimum of 48 hours following vaginal delivery; 96 hours following delivery by cesarean section; earlier release is possible after consultation between the attending physician and the mother
- Organ and tissue transplants – if the covered person is the recipient (benefits for the donor will also be covered if that person is not covered by any other group health insurance plan)
- Prosthetics and orthotics – when billed with another covered service such as minor/ambulatory surgery, cataract surgery or breast reconstructive mandates
- Treatment in a hospital emergency room or similar facility for a bona fide medical emergency
- Well baby nursery and physicians' charges during the initial confinement while the mother is confined in the same hospital – for up to the number of days medically necessary and appropriate for the type of delivery (well baby nursery care will not be paid for any additional days the mother remains hospitalized due to an illness, injury or complications following delivery).

Inpatient Psychiatric Care/Substance Abuse

The Medical options provide benefits for inpatient psychiatric care and substance abuse – in either a general hospital or special treatment facility.

For purposes of this benefit, a general hospital means the following:

- In New York State
  - For alcoholism – a facility certified by the New York State Division of Alcoholism and Alcohol Abuse
  - For substance abuse – a facility certified by the New York State Division of Substance Abuse Services
- Outside of New York State – a facility with a treatment program approved by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO).

Non-Montefiore Pre-certification

You must pre-certify inpatient stays at non-Montefiore hospitals through Conifer Value Based Care.

If you fail to pre-certify, you will pay a higher inpatient coinsurance or copayment than is otherwise required under the MonteCare EPO and MonteCare PPO plans.

The pre-certification process will ensure that services are medically necessary and are being provided in an appropriate treatment setting *before you submit* a claim. Once a stay is pre-certified, Conifer Value Based Care will notify:

- Empire BCBS to ensure that the correct copayment is applied, and
- Care Guidance, so they can offer medical management services, including coordinating with you or a covered dependent at critical points in care, helping to answer questions related to your inpatient stay and providing information about resources for after care.

To minimize your out-of-pocket costs, it is important that you contact Conifer Value Based Care:

- 4 days before a non-emergency inpatient admission
- Within 48 hours or as soon as is reasonably possible after an emergency admission
- When newborn inpatient hospital stays exceed 48 hours for vaginal delivery and 96 hours for C-Section.

You can contact Conifer Value Based Care at **855.381.3441**.

Benefit Summary

The following table shows the benefits MonteCare provides for in-hospital services and supplies.

Benefits for In-hospital Care	MonteCare EPO Your Cost If You Use:			MonteCare PPO Your Cost If You Use:		
	Montefiore Network	**Empire BlueCard PPO Network**	**Out-of-network**	**Montefiore Network**	**Empire BlueCard PPO Network**	**Out-of-network**
Hospital Inpatient Services and Ancillaries – semi-private room and board for up to 365 days • General Illness • Inpatient Surgery • Maternity • Medical Rehabilitation • Mental Healthcare • Organ Transplant • Sick Newborn • Substance Abuse Treatment • Accidental Injury • Well Newborn	$0	20%[1] coinsurance after deductible if pre-certified by Conifer Value Based Care; otherwise 30%[1] coinsurance after deductible	Not covered	$0	$1,000 copay if pre-certified by Conifer Value Based Care; otherwise, $1,500 copay except in the case of an emergency admission or readmission for the same cause within 90-days of discharge	30%[2] coinsurance after $1,000 copay if pre-certified by Conifer Value Based Care; otherwise, $1,500 copay
Emergency Room Care						
• Bona fide emergency – copayment waived if admitted	$100 copay	$100 copay	$100 copay	$100 copay	$100 copay	$100 copay
• Other than a bona fide emergency; in-network non-emergency treatment will be considered out-of-network	20%[1] coinsurance	20%[1] coinsurance after deductible	Not covered	30%[1] coinsurance after deductible	30%[1] coinsurance after deductible	30%[2] coinsurance after deductible
• Urgent Care Facility	$0	$30 copay	Not covered	$0	$30 copay	30%[2] coinsurance after deductible
• Urgent Care Professional	$15 copay	$30 copay	Not covered	$15 copay	$30 copay	30%[2] coinsurance after deductible

[1] If you use a non-participating provider or facility, percentages are applied to covered charges which are based on the rate paid to like-kind Empire in-network facilities if the facility is within the Empire area (i.e., the New York metropolitan area including NJ and CT) or the facility's actual charge if it is outside of the Empire area.

[2] Reasonable and Customary charges are based on 330% of Medicare's National Provider Rate. The Plan benefit is then determined by applying the cost-sharing percentage (70%/80%) to this amount; you are responsible for paying the balance of the bill to the provider.

Alternatives to In-hospital Care

MonteCare provides benefits for services and supplies provided by the following alternatives to in-hospital care:

- ***Home Healthcare*** – up to a maximum of 200 visits in a calendar year. Each visit by a member of a home healthcare team counts as one home healthcare visit. Up to four hours of home health aide services count as one home healthcare visit. Home healthcare benefits are limited to 12 hours of care a day.

  Covered services must be provided by a certified home health agency and include:

  - Ambulance or ambulette to the hospital for needed care
  - Home infusion therapy
  - Medical social worker visits
  - Medical supplies, drugs and medicines prescribed by a physician
  - Necessary laboratory services
  - Part-time home health aide services
  - Part-time professional nursing
  - Physical, occupational or speech therapy.
  - X-ray and EKG services.
- **Ambulatory Surgical Facility**
- **Birthing Center**
- ***Hospice*** – for the medical care and treatment of a terminally ill patient for up to 210 days – provided the care is not primarily custodial. The care must be recommended by a physician and provided at any licensed facility or at home.
- **Skilled Nursing Facility** – up to 120 days each calendar year.

Benefit Summary

Benefits for Alternatives to In-hospital Care	MonteCare EPO Your Cost If You Use:			MonteCare PPO Your Cost If You Use:		
	Montefiore Network	**Empire BlueCard PPO Network**	**Out-of-network**	**Montefiore Network**	**Empire BlueCard PPO Network**	**Out-of-network**
Ambulatory Surgical Facilities	$0	20%[1] coinsurance after deductible	Not covered	$0	$500 copay	30%[2] coinsurance after deductible
Birthing Center	$0	20%[1] coinsurance after deductible	Not covered	$0	$500 copay	30%[2] coinsurance after deductible
Home Infusion Therapy – (not in conjunction with Home Healthcare)	$0	20%[1] coinsurance after deductible	Not covered	$0	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
Home Healthcare – up to 200 visits in a calendar year	$0	$0	Not covered	$0	$0	30%[2] coinsurance after deductible
Hospice – up to 210 days	$0	$0	Not covered	$0	$0	30%[2] coinsurance after deductible
Skilled Nursing Facility – up to 120 days	$0	$0	Not covered	$0	$0	30%[2] coinsurance after deductible

[1] If you use a non-participating provider or facility, percentages are applied to covered charges which are based on the rate paid to like-kind Empire in-network facilities if the facility is within the Empire area (i.e., the New York metropolitan area including NJ and CT) or the facility's actual charge if it is outside of the Empire area.

[2] Reasonable and Customary charges are based on 330% of Medicare's National Provider Rate. The Plan benefit is then determined by applying the cost-sharing percentage (70%/80%) to this amount; you are responsible for paying the balance of the bill to the provider.

Outpatient Medical/Surgical Services

The Medical options pay the following in-network and out-of-network benefits for services and supplies, if prescribed by a physician and medically necessary for the treatment or diagnosis of a covered condition.

Covered outpatient medical/surgical services and supplies include:	MonteCare EPO Your Cost If You Use:			MonteCare PPO Your Cost If You Use:		
	Montefiore Network	Empire BlueCard PPO Network	Out-of-network	Montefiore Network	Empire BlueCard PPO Network	Out-of-network
Preventive Care • Gynecological Exams (routine) • Immunizations – Hepatitis A, Annual Flu Shot, Tetanus, Pneumococcal • Nutrition Counseling – limited to 6 visits in a calendar year, if referred by a physician. • Physical Exams (routine) – once in a calendar year • Well Child Care – limited to 11 visits up to age 2. • Well Woman Care – Screening for gestational diabetes – HPV testing – Contraceptive methods and counseling – Breast feeding support, supplies and counseling – Counseling for sexually transmitted infections – Counseling and screening for HIV – Screening and counseling for interpersonal and domestic violence	$0	$0	Not covered	$0	$0	30%[2] coinsurance after deductible
Acupuncture – for the treatment of nausea and vomiting related to chemotherapy and pregnancy, osteoarthritis of the knee, post-operative dental pain, and post-operative nausea and vomiting in adults – limited to 12 treatments in a 12 month period	$0	20%[1] coinsurance after deductible	Not covered	$0	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible

[1] If you use a non-participating provider or facility, percentages are applied to covered charges which are based on the rate paid to like-kind Empire in-network facilities if the facility is within the Empire area (i.e., the New York metropolitan area including NJ and CT) or the facility's actual charge if it is outside of the Empire area.

[2] Reasonable and Customary charges are based on 330% of Medicare's National Provider Rate. The Plan benefit is then determined by applying the cost-sharing percentage (70%/80%) to this amount; you are responsible for paying the balance of the bill to the provider.

Covered outpatient medical/surgical services and supplies include:	MonteCare EPO Your Cost If You Use:			MonteCare PPO Your Cost If You Use:		
	Montefiore Network	Empire BlueCard PPO Network	Out-of-network	Montefiore Network	Empire BlueCard PPO Network	Out-of-network
Advanced Reproductive Technologies – up to a maximum combined in-network and out-of-network lifetime benefit of $12,000; for treatment (hospital, surgical, medical) including: • artificial insemination • in-vitro fertilization/ZIFT/GIFT/ICSI	$0	20%[1] coinsurance after deductible	Not covered	$0	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
Alcohol/Substance Abuse Treatment	$15 copay/visit	20%[1] coinsurance after deductible	Not covered	$15 copay/visit	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
Allergy Care • Office Visit Testing • Treatment	$15 copay/day; $0 for treatment	20%[1] coinsurance after deductible	Not covered	$15 copay/day; $0 for treatment	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
Ambulance Service – in a medical emergency to the nearest medical facility equipped to treat that condition or if medically necessary	20% coinsurance	20%[1] coinsurance	20%[2] coinsurance	20% coinsurance	20%[1] coinsurance	20%[2] coinsurance
Anesthesia Services – if performed by a licensed anesthesiologist in connection with a surgical procedure.	$0	20%[1] coinsurance after deductible	Not covered	$0	10%[1] coinsurance after deductible	30%[1] coinsurance after deductible
Birth Control – IUDs, diaphragm fittings, Norplant	$0	20%[1] coinsurance after deductible	Not covered	$0	10%[1]coinsurance after deductible	30%[2] coinsurance after deductible
Blood, Blood Plasma or Blood Derivatives	$0	20%[1] coinsurance after deductible	Not covered	$0	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
Cardiac Rehabilitation	$0	20%[1] coinsurance after deductible	Not covered	$0	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
Chemotherapy	$0	20%[1] coinsurance after deductible	Not covered	$0	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
Chiropractic Services – 10 visits	$50 copay/visit	20%[1] coinsurance after deductible	Not covered	$35 copay/visit	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
Circumcision – if performed before the newborn leaves the hospital	$0	20%[1] coinsurance after deductible	Not covered	$0	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
Consultations and Surgical Opinions	$15 copay/visit	20%[1] coinsurance after deductible	Not covered	$15 copay/visit	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible

[1] If you use a non-participating provider or facility, percentages are applied to covered charges which are based on the rate paid to like-kind Empire in-network facilities if the facility is within the Empire area (i.e., the New York metropolitan area including NJ and CT) or the facility's actual charge if it is outside of the Empire area.

[2] Reasonable and Customary charges are based on 330% of Medicare's National Provider Rate. The Plan benefit is then determined by applying the cost-sharing percentage (70%/80%) to this amount; you are responsible for paying the balance of the bill to the provider.

Covered outpatient medical/surgical services and supplies include:	MonteCare EPO Your Cost If You Use:			MonteCare PPO Your Cost If You Use:		
	Montefiore Network	**Empire BlueCard PPO Network**	**Out-of-network**	**Montefiore Network**	**Empire BlueCard PPO Network**	**Out-of-network**
Dental Services: • extractions of impacted wisdom teeth and other teeth impacted in bone which require oral surgery • treatment of an injury to sound natural teeth within 12 months of the date of injury	$0	20%[1] coinsurance after deductible	Not covered	$0	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
Durable Medical Equipment – purchase and rentals	Professional provider: 20%[1] coinsurance; Facility: $0	Professional provider: 20%[1] coinsurance; Facility: 20%[1] coinsurance after deductible	Not covered	Professional provider: 20%[1] coinsurance; Facility: $0	Professional provider: 20%[1] coinsurance; Facility: 20%[1] coinsurance after deductible	Professional provider: 20%[2] coinsurance; Facility: 20%[2] coinsurance after deductible
Foot Care – routine care for up to 8 visits/calendar year	$15 copay/visit	20%[1] coinsurance after deductible	Not covered	$15 copay/visit	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
Genetic Testing (physician must certify that it is medically necessary)	$15 copay/visit	20%[1] coinsurance after deductible	Not covered	$15 copay/visit	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
Hearing Care – each ear, once every 3 calendar years	20% coinsurance	20%[1] coinsurance after deductible	Not covered	20%[1] coinsurance	20%[1] coinsurance after deductible	20%[2] coinsurance
Hemodialysis	$0	20%[1] coinsurance after deductible	Not covered	$0	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
Laboratory Tests – including routine pap smear	$0	20%[1] coinsurance after deductible	Not covered	$0	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
Medical Supplies	$0	20%[1] coinsurance after deductible	Not covered	$0	20%[1] coinsurance after deductible	20%[2] coinsurance after deductible (covered at in-network level)
Mental Healthcare	$15 copay/visit	20%[1] coinsurance after deductible	Not covered	$15 copay/visit	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
Nutrition Counseling – six visits each calendar year if referred by a physician. In-network providers are Registered Dieticians in the Empire BlueCard PPO Network, including Montefiore Registered Dieticians.	$0	$0	Not covered	$0	$0	30%[2] coinsurance after deductible

[1] If you use a non-participating provider or facility, percentages are applied to covered charges which are based on the rate paid to like-kind Empire in-network facilities if the facility is within the Empire area (i.e., the New York metropolitan area including NJ and CT) or the facility's actual charge if it is outside of the Empire area.

[2] Reasonable and Customary charges are based on 330% of Medicare's National Provider Rate. The Plan benefit is then determined by applying the cost-sharing percentage (70%/80%) to this amount; you are responsible for paying the balance of the bill to the provider.

Covered outpatient medical/surgical services and supplies include:	MonteCare EPO Your Cost If You Use:			MonteCare PPO Your Cost If You Use:		
	Montefiore Network	**Empire BlueCard PPO Network**	**Out-of-network**	**Montefiore Network**	**Empire BlueCard PPO Network**	**Out-of-network**
Obstetrical (Maternity) Care – including termination of pregnancy, certified nurse-midwife	$0	20%[1] coinsurance after deductible	Not covered	$0	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
Orthotics	20% coinsurance	20%[1] coinsurance	Not covered	20% coinsurance	20%[1] coinsurance	20%[2] coinsurance
Outpatient Diagnostic and Laboratory Tests						
• X-rays, bone density, diagnostic mammography, blood, urine, etc.	$0	20%[1] coinsurance after deductible	Not covered	$0	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
• MRI, MRA, CAT Scan, PET and Nuclear Cardiology	$0	20%[1] coinsurance after deductible	Not covered	$0	$250 copay	30%[2] coinsurance after deductible
Physical, Occupational and Speech Therapy	$0	20%[1] coinsurance after deductible	Not covered	$0	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
Physicians' Visits						
• In-hospital by your attending physician	$0	20%[1] coinsurance after deductible	Not covered	$0	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
• Office visits including emergency care/first aid and medical evaluations	$15 copay/visit	20%[1] coinsurance after deductible	Not covered	$15 copay/visit	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
• Specialist office visits	$15 copay/visit	20%[1] coinsurance after deductible	Not covered	$15 copay/visit	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
Polysomnograms	$0	20%[1] coinsurance after deductible	Not covered	$0	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
Pre-surgical/Pre-admission tests – if performed within 14 days of a scheduled hospital admission	$0	20%[1] coinsurance after deductible	Not covered	$0	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
Prosthetics – including lenses and/or glasses after cataract surgery, wigs and toupees	$0	20%[1] coinsurance after deductible	Not covered	$0	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
Radiation Therapy	$0	20%[1] coinsurance after deductible	Not covered	$0	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
Radiologist's Fees	$0	20%[1] coinsurance after deductible	Not covered	$0	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible

[1] If you use a non-participating provider or facility, percentages are applied to covered charges which are based on the rate paid to like-kind Empire in-network facilities if the facility is within the Empire area (i.e., the New York metropolitan area including NJ and CT) or the facility's actual charge if it is outside of the Empire area.

[2] Reasonable and Customary charges are based on 330% of Medicare's National Provider Rate. The Plan benefit is then determined by applying the cost-sharing percentage (70%/80%) to this amount; you are responsible for paying the balance of the bill to the provider.

Covered outpatient medical/surgical services and supplies include:	MonteCare EPO Your Cost If You Use:			MonteCare PPO Your Cost If You Use:		
	Montefiore Network	Empire BlueCard PPO Network	Out-of-network	Montefiore Network	Empire BlueCard PPO Network	Out-of-network
Reconstructive Surgery Following a Mastectomy – while the person is covered by MonteCare – including: • reconstruction of the breast on which the mastectomy was performed • surgery and reconstruction of the other breast to produce a symmetrical appearance, and prostheses • treatment of physical complications at all stages of the mastectomy, including lymphedemas	$0	20%[1] coinsurance after deductible	Not covered	$0	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
Respiratory Therapy	$0	20%[1] coinsurance after deductible	Not covered	$0	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
Shock Therapy	$0	20%[1] coinsurance after deductible	Not covered	$0	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
Sleep Disorders – treatment of sleep apnea and narcolepsy	$0	20%[1] coinsurance after deductible	Not covered	$0	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
Sterilization (but not reversals)	$0	20%[1] coinsurance after deductible	Not covered	$0	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
Surgeons' and Assistant Surgeons' Fees	$0	20%[1] coinsurance after deductible	Not covered	$0	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible
Vision Therapy	$0	20%[1] coinsurance after deductible	Not covered	$0	10%[1] coinsurance after deductible	30%[2] coinsurance after deductible

[1] If you use a non-participating provider or facility, percentages are applied to covered charges which are based on the rate paid to like-kind Empire in-network facilities if the facility is within the Empire area (i.e., the New York metropolitan area including NJ and CT) or the facility's actual charge if it is outside of the Empire area.

[2] Reasonable and Customary charges are based on 330% of Medicare's National Provider Rate. The Plan benefit is then determined by applying the cost-sharing percentage (70%/80%) to this amount; you are responsible for paying the balance of the bill to the provider.

Maximum Benefits

Montefiore medical benefits generally provide *unlimited* in-network and out-of-network maximum lifetime benefits for you and each covered family member.

However, some covered services are subject to separate limits and/or annual maximum benefits. These limits and maximums apply to each covered individual and are:

- Acupuncture – limited to 12 treatments in a 12 month period
- Chiropractic services – up to 10 visits each calendar year
- Foot care – routine care for up to eight visits in a calendar year
- Hearing benefits – each ear, once every 3 years
- Home healthcare – up to 200 visits each calendar year
- Hospice care – for up to 210 days
- In-vitro fertilization/ZIFT/GIFT/ICSI – $12,000 for all medical services, $12,000 for prescription drugs
- Morbid Obesity – surgical treatment (limited to one procedure in a lifetime)
- Nutritional counseling – six visits in a calendar year
- Physical exams (routine) – once in a calendar year
- Travel and lodging expenses for a patient and one companion
  - up to a maximum benefit of $10,000
  - limited to $125/day for meals and lodging for transplants
- Skilled nursing facility – limited to 120 days each calendar year
- Well child care – limited to 11 visits up to age 2.

Exclusions

The Medical Options do *not* pay benefits for all medical services and supplies – even if recommended by a physician. Expenses *not* covered include:

- Acupuncture – for anesthetic purposes in conjunction with surgery
- Complications arising from non-covered surgery
- Conditions, disabilities or expenses caused by:
  - commission of or participation in a crime
  - riot or war (declared or not)
  - serving in the armed forces
  - an illegal occupation
  - an occupational illness or injury
- Cosmetic surgery, except as specified under covered services
- Counseling – marital, family or sex counseling (unless provided by the staff counseling service under the Employee Assistance Program)
- Custodial, sanitarium or rest care
- Dental services for
  - X-ray examinations in conjunction with mouth conditions due to periodontal or periapical disease
  - any condition (other than a malignant tumor) involving teeth, surrounding tissue or structure , the alveolar process or the gingival tissue
  - treatment of temporomandibular joint dysfunction (TMJ) when dental in nature
  - inpatient dental treatment unless certified by your physician to safeguard your life
- Donor search/Compatibility fee
- Drugs or medicines – prescription and non-prescription unless provided by a Hospital or dispensed from a doctor’s office
- Eating disorders, except bulimia and anorexia nervosa
- Equipment that can be used by someone who is not ill or injured, such as air conditioners, air purifiers, heating pads, water beds, swimming pools, etc.

- Expenses:
  - for broken appointments, telephone consultations, filling out medical reports, medical bills, and benefit request forms
  - for care to correct learning or behavioral disorders
  - for education, vocational counseling, and job training
  - **in excess of reasonable and customary limits**
  - incurred before coverage starts or after it ends
  - related to the insertion or maintenance of an artificial heart
  - to the extent they are reimbursable under another employer's plan or any other source of payment
- Eyeglasses and contact lenses except after Cataract Surgery
- Foot care
  - Symptomatic complaints of the feet except capsular or bone surgery related to bunions and hammertoes
  - Orthotics for treatment of routine foot care
- Hearing aid insurance
- High Dose Chemotherapy with Autologous Bone Marrow Transplant ("HDCT-ABMT")
- Hospital confinement primarily for diagnostic studies
- Hypnosis (except for anesthetic purposes)
- Intentionally self-inflicted illness or injury
- Lamaze class
- Laser eye surgery
- Massage therapy and rolfing
- Medically necessary services that can be provided without the assistance of trained medical personnel – e.g., injections for diabetes, riding a bike as part of physical therapy, etc.
- Minoxidil (Rogaine)
- Penile prosthetic implant
- Personal comfort or service items while you are in the hospital, such as phones, radio, television, guest meals, etc.
- Private duty nursing
- Professional services provided by you, a family member or by someone who lives in your home
- Radial keratotomy and related procedures

- Services and/or supplies:
  - covered under the mandatory portion of a no-fault automobile insurance policy, if no-fault benefits are recovered or recoverable
  - for medical procedures or treatments
    - considered experimental, investigational or educational
    - provided primarily for research
    - not generally accepted in medical practice for the prevention, diagnosis or treatment of an illness, injury or pregnancy
  - for recreational therapy
  - for smoking cessation programs including transdermal patches or Nicorette gum
  - for which there is no legal obligation to pay or charges that would not have been made except for the availability of benefits from MonteCare
  - not ordered by a physician
  - provided by a Health Maintenance Organization (HMO)
  - provided by the government, unless you are legally required to pay for the care you receive
  - **which are not specifically listed as covered expenses in this Summary Plan Description (SPD)**
  - which result from illness or injuries caused by a third party unless a subrogation agreement has been executed by you and/or the appropriate family member
- Sex change surgery or any treatment of gender identity disorders
- Sleeping disorders – treatment of sleeping disorders, including bruxism (grinding of teeth), drug dependency, dream anxiety attacks, shift work or schedule disturbances and migraine headaches (except as specified under covered services)
- Specialty Medications (However, they are covered under Montefiore's prescription drug benefits when filled through Montefiore's outpatient pharmacies, Express Scripts participating retail pharmacies or Express Scripts' specialty pharmacy, Accredo.)
- Sterilization – procedures to reverse voluntary sterilization
- Surrogate expenses
- Vaccinations, inoculations or immunizations, except as specified under covered services
- Vision perception training
- Vitamins, minerals and food supplements
- Weight reduction – treatment, instructions, activities or drugs for weight reduction or control, except for the diagnosed condition of morbid obesity.

Non-Duplication of Benefits

The Medical Options contain a non-duplication of benefits feature. This feature applies when you or a family member is covered by more than one group medical plan. It limits payments from all sources combined to no more than the Medical options would pay if there had been no other coverage. The provision also applies to Medicare, Champus/Tricare and any other government programs with which the Medical Options are allowed to coordinate by law. The non-duplication of benefits provision does not apply to any personal policy, except no-fault automobile insurance. This provision does not apply to Medicaid or any other government programs with which the Medical options are not allowed to coordinate by law.

Under the non-duplication of benefits provision, the plan that has primary responsibility always pays first. Briefly, non-duplication of benefits works like this.

- When the other plan does not have a non-duplication or coordination of benefits provision, it is considered primary.
- When both plans have a non-duplication or coordination of benefits provision:
  - The plan covering the person as an employee is primary and will pay benefits up to the limits of that plan; the plan covering the person as a dependent, retiree or COBRA participant (terminated employee who elected COBRA coverage) is secondary and pays any remaining eligible costs.
  - The plan covering the parent whose birthday comes first (month and day) in the year is the primary plan and will pay children's benefits first; the plan covering the other parent pays second and pays the remaining costs to the extent of coverage. This is called the "birthday" rule and is currently used by the Medical options.
  - In those plans which do not include the "birthday" rule, the father's plan is primary and will pay children's benefits first; the mother's plan pays second. This is called the "male-female" rule.
  - If one parent is covered by the "male-female" rule and the other by the "birthday" rule, the "male-female" rule applies.
  - If the parents of a dependent child are divorced or legally separated, the claims administrator will determine if there is a court decree which establishes financial responsibility for medical and dental care. If there is such a decree, the plan covering the parent who has that responsibility will be primary and pays first.
  - If there is no decree, the plan which covers the child as a dependent of the parent with custody is primary and pays first; the other parent's plan is secondary.
  - If there is no decree and the parent with custody remarries, that parent's plan remains primary; the stepparent's plan is secondary; the non-custodial parent's plan is third.
- If payment responsibilities are still unresolved, the plan that has covered the patient for the longest time is the primary plan and pays first.

Under non-duplication of benefits, if your Medical option pays benefits second, it will not duplicate any benefits that have already been paid. If the other plan pays as much or more than your Medical option, no payments will be made.

For example, suppose your spouse's medical plan covered a hospital bill at 80%, and your Medical option would have covered that same bill at 80%. Since your spouse already received benefits from his or her plan equal to what your Medical option would have paid, no benefits would be paid.

The non-duplication of benefits feature also applies to the Express Scripts Prescription Drug Program. If the Express Scripts Prescription Drug Program is the secondary payer, you can submit a claim to Express Scripts after you have been reimbursed from the primary plan. A copy of the primary plan's Explanation of Benefits (EOB) must accompany the claim form.

Claims should always be submitted to the primary plan first.

Coordination with an HMO

The Medical Options also coordinate benefits with an HMO if:

- You are covered as a dependent under your spouse's (or qualified domestic partner's) HMO and are also enrolled in a Medical option

  or

- Your spouse (or qualified domestic partner) is covered by an HMO and is also enrolled as your dependent in a Medical option.

In these instances, you may file a claim under Montefiore medical benefits for expenses not covered by the HMO. If the claim is for a covered expense, the option will pay its regular benefit.

Coordination with Medicare

Montefiore medical benefits provide primary coverage for the following covered Medicare-eligible individuals:

- Active associates and their spouses age 65 or older
- Individuals with End Stage Renal Disease for 30 months or less
- Covered disabled dependents of active associates.

If you are an active associate age 65 or over and eligible for Medicare, you can elect primary coverage under Medicare. However, if you do, no benefits will be payable under Montefiore medical benefits.

In addition, if you continue to work after age 65, you should notify the Social Security Administration. Otherwise, when you eventually enroll for Medicare, you will pay a higher premium.

If You Continue to Work after Age 65

At age 65, or earlier if disabled, you will become eligible for Medicare, a U.S. federal government health insurance program for people age 65 and older and some disabled people. You can enroll in Medicare whether you continue to work or not. But if you continue to work, you also remain eligible for Montefiore medical benefits.

If you continue to work, you and your spouse or qualified domestic partner age 65 or over have the option to continue to be covered by Montefiore medical benefits. If you choose to be covered by Montefiore medical benefits and have enrolled in Medicare, your Montefiore medical coverage will be primary to Medicare. Medicare will become your secondary plan and provide coverage for eligible expenses that your Montefiore coverage does not cover in full. If you are working for Montefiore when your spouse or qualified domestic partner becomes Medicare eligible, he or she will have the same coverage as you have elected for yourself, if you elect family coverage.

If you make no election with respect to Medicare, you will continue to be covered by Montefiore medical benefits until the date you are no longer eligible for coverage or until you elect to waive coverage, whichever is earlier.

If you elect not to be covered by Montefiore medical benefits (that is, you waive coverage), Medicare will be primary. If you choose Medicare as your primary insurance plan, you will not be eligible to receive medical benefits from Montefiore because federal law prohibits offering supplemental benefits for expenses covered under Medicare to active employees or their dependents.

Before you reach age 65, you should contact your local Social Security office to notify them that you will remain actively employed and have elected to continue coverage under your employer's medical plan. Otherwise, you will be charged a higher premium for Medicare Part B when these benefits begin.

If you are age 65 and eligible for Medicare because of a disability, Montefiore medical benefits will be the primary payer if you are entitled to Medicare Part A and are covered as a result of your or a family member's current employment status. However, if you are disabled as a result of End Stage Renal Disease ("ESRD") your coverage will only be primary for a 30-month period beginning with either:

- The first of the month in which you become entitled to Medicare Part A on the basis of ESRD

  or

- The first of the month you would have been entitled had you applied, whichever occurs first.

Prescription Drug Benefits

Prescription drug benefits are available for associates who elect medical coverage.

- If you elect the MonteCare EPO or MonteCare PPO, Montefiore's outpatient pharmacies provide prescription drug benefits for you and your covered family members up to a:
  - 30-day supply for new prescriptions for chronic medications and seasonal allergy medications.
  - 90-day supply for refills and all other medications.
- Generic medications will be filled at no cost to you through Montefiore outpatient pharmacies. If you obtain a brand name (preferred and non-preferred) drug:
  - when a generic equivalent is not available, you will be required to make a copayment of $20 for a 30-day supply; $40 for a 90-day supply.
  - when a generic equivalent is available, you will pay the difference in cost between the generic and brand name drug.
- Express Scripts prescription drug benefits are also available through:
  - Participating retail pharmacies (up to a 30-day supply of each prescription).

    If you use a non-participating pharmacy in an area where there is a participating pharmacy available, your reimbursement will be 75% of the R&C cost of the prescription.
  - Home Delivery Pharmacy Service.
    - 30-day supply for new prescriptions for chronic medications and seasonal allergy medications.
    - 90-day supply for refills and all other medications.
- If you purchase a brand name medication (preferred and non-preferred) when a generic equivalent is available, you are responsible for the retail or mail order generic copayment ***plus*** the difference in cost between the generic and the brand name medication.

Copayments for brand name drugs obtained through Montefiore outpatient pharmacies are significantly lower than the copayments you pay at Express Scripts participating retail pharmacies or through the Home Delivery Pharmacy Service.

Prescription Drug Out-of-pocket Maximum

Your share of expenses for prescriptions obtained from Montefiore outpatient pharmacies, Express Scripts participating retail pharmacies, home delivery pharmacy service or out-of-network pharmacies is limited to $1,250 for any one covered person ($2,500 for a family) in a calendar year. Once that maximum is reached, the Plan pays 100% of any remaining prescription drug expenses for that individual for the rest of the calendar year.

If you purchase a brand name medication (preferred and non-preferred) when a generic equivalent is available, you are responsible for the retail or mail order generic copayment plus the difference in cost between the generic and the brand name medication. The difference in cost between generic and the brand name medications is not included in the out-of-pocket maximum and is not eligible for 100% reimbursement after the out-of-pocket maximum has been met.

Benefit Summary

Copayments are based on the generic, preferred, non-preferred or specialty drug classification of each prescription.

	Your Cost If You Purchase:			
	Generic	**Preferred (Formulary)**	**Non-Preferred (Non-Formulary)**	**Specialty**
Montefiore Outpatient Pharmacies[1]				
– 30-day supply for new prescriptions for chronic medications and seasonal allergy medications	$0	$20 copay	You pay 100% of discounted cost	$20 copay
– 90-day supply for refills and all other medications	$0	$40 copay	You pay 100% of discounted cost	$40 copay
Express Scripts [1]				
• Retail pharmacy[2] (up to a 30-day supply of each prescription)	$15 copay	$45 copay	You pay 100% of discounted cost	$100 copay
• Home Delivery Pharmacy Service				
– 30-day supply for new prescriptions for chronic medications and seasonal allergy medications	$15 copay	$45 copay	You pay 100% of discounted cost	$100 copay
– 90-day supply for refills and all other medications	$30 copay	$90 copay	You pay 100% of discounted cost	$150 copay

1. If you purchase a preferred formulary brand name medication when a generic equivalent is available, you are responsible for the generic copayment plus the difference in cost between the generic and preferred formulary brand name medication.
2. If you use a non-participating pharmacy in an area where there is a participating pharmacy available, your reimbursement will be 75% of the R&C cost of the prescription.

Specialty Medications

Specialty medications are not covered under MonteCare EPO or MonteCare PPO. However, they are covered under Montefiore's prescription drug benefits when filled through Montefiore's outpatient pharmacies, Express Scripts participating retail pharmacies or Express Scripts' specialty pharmacy, Accredo.

Note: If a specialty medication is not available at a Montefiore outpatient pharmacy, you may fill the prescription through Express Scripts' specialty pharmacy, Accredo, and pay the Montefiore outpatient pharmacy copayment. If a specialty drug needs to be mailed out of state, you must use Express Scripts' specialty pharmacy, Accredo. The Montefiore outpatient pharmacy copayment will also apply in this situation.

Utilization Management Features

The following plan features are designed to increase the quality and safety of the Prescription Drug Program. In addition, they can help keep prescription drug costs under control – for you and Montefiore.

- ***Drug Utilization Review*** – is designed to ensure that plan participants receive appropriate prescription medication. Express Scripts/Medco reviews your prescriptions and will contact your doctor if they identify potentially unsafe prescribing patterns. Express Scripts' determination is based on FDA-approved prescribing and safety information, clinical guidelines, and uses that are considered reasonable, safe, and effective.

  The review also regulates the timing between prescription refills. You must use at least 75% of a prescription before a refill will be approved. If you need a prescription refill sooner – for example, if you will be traveling – you can call Express Scripts for a waiver.

- ***Preferred Drug Step Therapy (PDST)*** – This feature requires you to try a generic alternative or preferred brand name medication before a higher cost non-preferred drug is used. Generic alternatives are generic drugs that are approved by the FDA for the exact same use, or for similar uses, when treating a particular medical condition, i.e., where they are clinically interchangeable. Generic alternatives are not the same as generic equivalents, which have the same active ingredients and treat the same conditions. If your doctor prescribes a non-preferred drug, Express Scripts will work with your doctor to see if a generic alternative or preferred brand name medication would be equally effective. (In some cases, special circumstances may require you to use a non-preferred drug.) This feature generally applies to the following drug categories Angiotensin II Receptor Blockers (ARBs), Atypical antipsychotics, Anti-Depressants, Celebrex, CNS Stimulants & Amphetamines, Dermatologicals, Gastrointestinal, Intranasal Steroids, Migraine Medications, Osteoporosis, Pain Management (Fentora, Onsolis, Abstral), Rheumatoid Arthritis, Synagis, Pulmonary Arterial Hypertension, Rebetol, Cobegus and Sleep Medications. Express Scripts will notify you if you are currently taking non-preferred drugs that have lower cost alternatives available.

  Note: If your prescription history shows that preferred drugs have already been tried, your prescription will be filled without a coverage review.

- **Drug Specific Prior Authorization** – This feature insures that drugs are being used for their designed purpose. If you are taking any of the following classifications of drugs, Express Scripts will review your prescriptions and contact your doctor to determine if your prescription qualifies for drug coverage based on nationally accepted clinical guidelines and standards: Anabolic Steroids, Anti Narcoleptic Agents, Cosmetics, Dermatological Agents, Erythroid Stimulants, Human Growth Hormone, Immunomodulatory Agents, Interferons, Misc. Hormones-Acthar H.P. Gel (Specialty), Multiple Sclerosis Therapy, Myeloid Stimulants, Select Androgens, Specialty and Weight Loss Agents. If you are taking drugs that require prior authorization, Express Scripts will notify you and provide you with instructions for beginning a coverage review.

Express Scripts Quantity/Dose Limitations

Prescriptions for generic and brand name medications will only be filled in quantities and doses that are consistent with manufacturer and FDA clinical guidelines. If your doctor prescribes a drug in a quantity/dose that exceeds these guidelines your prescription will be filled according to the guidelines.

If you are currently taking a drug in a quantity that is affected by these guidelines you will be pre-notified by Express Scripts – at which point you or your physician can initiate a coverage review process in order for greater quantities to be filled.

- Anticonvulsant
- Anti-emetics
- Anti Narcoleptic Agents
- Diabetes (Byetta)
- Erectile dysfunction therapy
- Hypnotic agents
- Hepatitis C
- Lovaza
- Migraine medications
- Nausea medications
- Osteoporosis
- Pain Management
- Pain Management – Narcotic Analgesics
- Psoriasis Therapy
- Xifaxan.

Medicare Part D Notice

Important Notice from Montefiore Medical Center about Your Prescription Drug Coverage and Medicare

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with Montefiore Medical Center and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. **Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.**
2. **Montefiore Medical Center has determined that the prescription drug coverage offered by Montefiore's medical options is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.**

When Can You Join A Medicare Drug Plan?

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15th through December 7th.

However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

What Happens To Your Current Coverage If You Decide to Join A Medicare Drug Plan?

If you decide to join a Medicare drug plan, your will still be eligible to receive all of your current health and prescription drug benefits, provided you continue your Montefiore coverage.

If you do decide to join a Medicare drug plan and drop your current Montefiore coverage, be aware that you and your dependents will be able to get this coverage back.

When Will You Pay A Higher Premium (Penalty) To Join A Medicare Drug Plan?

You should also know that if you drop or lose your current coverage with Montefiore Medical Center and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

For More Information about this Notice or Montefiore Prescription Drug Coverage

Call Montefiore's HR-Benefits Office at **914.378.6531**.

NOTE: You will receive this notice each year before the next period you can join a Medicare drug plan, and if Montefiore's coverage changes. You also may request a copy at any time.

For More Information about Your Options under Medicare Prescription Drug Coverage

More detailed information about Medicare plans that offer prescription drug coverage is available in the "Medicare & You" Handbook. You'll get a copy of the Handbook in the mail every year from Medicare. You may also be contacted directly by Medicare prescription drug plans.

For more information about Medicare prescription drug coverage:

- Visit www.medicare.gov
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" Handbook for their telephone number) for personalized help.
- Call 800-MEDICARE **(800.633.4227)**. TTY users should call **877.486.2048**.

If you have limited income and resources, extra help paying for a Medicare prescription drug plan is available. For information about this extra help, visit Social Security on the web at www.socialsecurity.gov, or call **800.772.1213 (TTY 800.325.0778)**.

Remember: Keep this Creditable Coverage Notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained Creditable Coverage and whether or not you are required to pay a higher premium (a penalty).

Date:	1/1/2015
Name of Entity/Sender:	Montefiore Medical Center
Contact – Position/Office:	HR-Benefits Office
Address:	111 East 210th Street Bronx, NY 10467-2490
Phone Number:	**914.378.6531**

Spectera Vision Plan

Vision care benefits provide coverage for a broad range of vision services and supplies. ***Only the services and supplies specifically listed as covered in this SPD are eligible for reimbursement.***

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Glossary of Key Terms

Consolidated Omnibus Budget Reconciliation Act (COBRA) – Federal legislation that provides participants who lose healthcare coverage with an opportunity to elect to continue healthcare coverage for a specified period of time by paying the full premium plus a 2% administrative charge.

Copayment – A flat-dollar amount you pay to a network provider for certain vision services, such as in-network eye exams, lenses and frames.

Experimental/Investigational/Unproven – A healthcare service, supply, treatment or procedure that meets one or more of the following conditions for the proposed use:

- It has not been approved by the U.S. Food and Drug Administration (FDA) or identified in as appropriate
- It is under review by any institutional review board or the subject of an ongoing clinical trial
- It has not been demonstrated through prevailing peer-reviewed professional literature to be safe and effective for diagnosing or treating the condition or illness.

Necessary Contact Lenses – Contact lenses are necessary if the provider determines that an individual has:

- Keratoconus or irregular astigmatism
- Anisometropia of 3.50 diopeters or more
- Post-cataract surgery without intraocular lens

  or

- Visual acuity in the better eye of less than 20/70 with visual correction by eyeglasses but better than 20/70 with visual correction by contact lenses.

Network Provider – An optometrist, ophthalmologist, optician or other licensed eye care professional who has contracted with Spectera to provide vision care services to participants.

Ophthalmologist – A physician who specializes in eye care.

Optician – A person legally qualified to supply eyeglasses according to prescriptions written by an ophthalmologist or an optometrist.

Optometrist – A doctor of optometry who is trained and legally qualified to perform eye examinations and prescribe lenses.

Out-of-network Provider – A vision care provider who is not part of the Spectera network.

Routine Vision Examination – An examination of the condition of the eyes and primary vision function that includes but is not limited to:

- A case history
- Testing and recording of visual acuity
- Testing how well eyes track, how they work and move together, depth perception and near point refraction
- External and internal exam
- Retinoscopy (if needed) – to determine lens power of corrective lenses
- Testing of eye pressure
- Diagnosis/prognosis and specific recommendations.

United HealthCare Insurance Company – The Claims Administrator for the Spectera Vision Plan.

An Overview of the Spectera Vision Plan

The Spectera Vision Plan is an insured preferred provider vision plan. You can receive care from a network eye care professional or an out-of-network provider. Benefits are generally higher when you use a network provider. The nationwide network includes over 28,000 private practice and retail chain providers, offering convenient access to care, same-day service as well as evening and weekend hours. For a listing of participating network providers, use the online provider locator or call **800.839.3242**.

Enrollment Requirement

If you enroll for Vision coverage you must remain enrolled for at least 12 months. If you cancel Vision coverage you must wait 24 months before you can enroll again.

Covered Expenses

You have two Spectera Vision Plan options from which to choose – the Low Option or the High Option. The key differences between the two options are the frequency with which you can replace frames, the copayment that applies to lenses and frames, the allowance for contact lens coverage and covered lens options. In- and out-of network benefits for each option are shown below.

Montefiore Medical

2015

spectera®

Vision Benefit Summary

Customer Service: **800-638-3120**
Provider Locator: **800-839-3242**
www.myspectera.com

Spectera Vision has been trusted for more than 40 years to deliver affordable, innovative vision care solutions to the nation's leading employers through experienced, customer-focused people and the nation's most accessible, diversified vision care network.

In-network, covered-in-full benefits (after applicable copay) include a comprehensive exam, eye glasses with standard single vision, lined bifocal, or lined trifocal lenses, standard scratch-resistant coatihg and the frame, or contact lenses in lieu of eye glasses.

Rates	**Standard**	**Buy-Up**
Employee	$4.99 Monthly	$7.66 Monthly
Employee + One	$8.89 Monthly	$14.72 Monthly
Family	$15.05 Monthly	$20.35 Monthly
Copays for in-network services		
Exam	$10.00	$10.00
Materials	$25.00	$10.00
Benefit frequency		
Comprehensive Exam	Once every 12 months	Once every 12 months
Spectacle Lenses	Once every 12 months	Once every 12 months
Frames	Once every 24 months	Once every 12 months
Contact Lenses in Lieu of Eye Glasses	Once every 12 months	Once every 12 months
Frame benefit		
Private Practice Provider	$130.00	$130.00
Retail Chain Provider	$130.00	$130.00
Lens options		
For both the standard and buy-up plans, standard scratch-resistant coating lenses are covered in full.Polycarbonate lenses. Other optional upgrades may be offered at a discount.(Discount varies by provider.)The Buy-up plan covers the following additional lens options in full: Standard progressive lenses, Standard anti-reflective coating, Polycarbonate lenses, Ultraviolet coating, Tints.		
Contact lens benefit		
Covered-in-full elective contact lenses[4] The fitting/evaluation fees, contact lenses, and up to two follow-up visits are covered in full (after copay). If you choose disposable contacts, up to 4 boxes are included when obtained from a network provider. Buy Up Plan 6 boxes are included. **All other elective contact lenses** A $125.00 allowance is applied toward the fitting/evaluation fees and purchase of contact lenses outside the covered selection (materials copay does not apply). $150 allowance for Buy Up Plan. **Necessary contact lenses**[3] Covered in full after applicable copay.		

Out-of-network reimbursements up to (Copays do not apply)	**Standard**	**Buy-Up**
Exam	$50.00	$50.00
Frames	$45.00	$45.00
Single Vision Lenses	$50.00	$50.00
Bifocal Lenses	$60.00	$60.00
Trifocal Lenses	$80.00	$80.00
Lenticular Lenses	$80.00	$80.00
Elective Contacts in Lieu of Eye Glasses[2]	$125.00	$150.00
Necessary Contacts in Lieu of Eye Glasses[3]	$210.00	$210.00
Laser vision benefit		
Spectera Vision has partnered with the Laser Vision Network of America (LVNA) to provide our members with access to discounted laser vision correction providers. Members receive 15% off usual and customary pricing, 5% off promotional pricing at over 500 network provider locations and even greater discounts through set pricing at LasikPlus locations. For more information, call 1-888-563-4497 or visit us at www.uhclasik.com.		

Note: While the plan covers only one pair of glasses or contacts in any given calendar year under the benefit schedule, if you want both glasses and contacts, you can use the Spectera Vision discount program for one ***or*** the other. A second pair discount program is in place with most retailers if the second pair is purchased at the same time.

Vision Care Discount Programs

In addition to coverage for eye exams, eyeglasses and contact lenses, the Spectera Vision Plan includes discounts on these vision care services:

- ***Laser Eye Surgery*** – Spectera Vision partners with the Laser Vision Network of America (LVNA) to provide substantial savings of 15% off the standard or usual and customary price or 5% off any promotional price of laser eye surgery procedures from a nationwide network of highly reputable providers. The LVNA certifies its laser vision providers according to NCQA-recommended standards. This money-saving offer is exclusively for Spectera Vision Plan members. Visit the Laser Vision Network of America online or call **877.28.SIGHT** for more information.
- ***Mail Order Contact Lens Replacement*** – Receive discounts on mail order contact lens replacement through www.visiondirect.com. Get 10% off already low Internet prices – for being a Spectera Vision Plan participant. Just enter the coupon code ***UNITED08*** at checkout. Order top brand contacts without faxing prescriptions or calling your doctor. Vision Direct handles the paperwork and prescription validation so you can order quickly and easily. You can set up a schedule to automatically reorder your contacts and you can cancel or edit your auto delivery options at any time. To get started, contact the Vision Direct Customer Care Team at **800.847.4663** (Fax: **866.236.9114**), or email service@visiondirect.com.

Emergency Care

Vision care to treat a medical condition due to illness or injury is not covered under the Spectera Vision Plan. These services may be covered under your medical plan.

Using a Network Provider

To use a Spectera network provider, follow these steps:

- Use the Provider Locator to find a network provider
- When you make your appointment, identify yourself as a Spectera Vision member.
- When you visit the provider you pay the applicable copay. The provider will bill Spectera for the balance. You do not have to submit any claim forms.

Using an Out-of-network Provider

If your provider is not part of the Spectera network, you pay the full cost for vision care services at the time you receive them. You must submit a claim for reimbursement within 12 months of the date of service. Your claim must include the following:

- an itemized receipt
- your Employee ID number
- the patient's name, birth date, (phone number and address if they are different from yours).

Exclusions

The following services and supplies are not covered under the Spectera Vision Plan:

- Charges for missed appointments
- Eye examinations required by an employer as a condition of employment by a labor agreement, government organization or agency
- Medical or surgical treatment for eye disease which requires treatment by a physician
- Non-prescription items (e.g., Plano lenses)
- Optional lens extras not listed under Covered Expenses (however, discounts may be available for these options)
- Procedures that are considered experimental, investigational or unproven
- Replacement or repair of lenses and/or frames that have been lost or broken
- Sales tax charged on covered services
- Services and/or supplies:
  - Covered under Workers' Compensation or a similar employer liability law
  - Provided by the government, unless you are legally required to pay for the care you receive
  - Which are not *specifically* listed as covered expenses in this Summary Plan Description.

Dental Benefits

Dental benefits are designed to promote good dental health by providing coverage for a broad range of dental services and supplies. ***Only the services and supplies specifically listed as covered in this SPD are eligible for reimbursement.***

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Glossary of Key Terms

Active Course of Orthodontic Treatment – A period of treatment that begins when the first orthodontic appliance is installed and ends when the last one is removed.

Coinsurance – The percentage of the cost you pay for covered expenses under Medical and Dental benefits, or any other sources of medical and dental payments, such as an employer-sponsored health plan or automobile insurance, once the appropriate deductibles have been satisfied.

Consolidated Omnibus Budget Reconciliation Act (COBRA) – Federal legislation that provides participants who lose healthcare coverage with an opportunity to elect to continue healthcare coverage for a specified period of time by paying the full premium plus a 2% administrative charge.

Coordination of Benefits – A provision that applies when you or a family member is entitled to benefits from this Plan and another group plan providing dental benefits. Under this provision, the benefits payable from all coverages combined are limited to 100% of the eligible expense.

Deductible – The dollar amounts that you must pay each year for certain covered services before Indemnity/PPO Dental Benefits Option and the DMO (out-of-network in New York and Connecticut) start paying part of the costs. There is no deductible under Preventive & Diagnostic Dental Care Option.

Dental Maintenance Organization (DMO) – The DMO is a group of healthcare professionals and facilities that provide dental care. The DMO covers a wide range of dental services and typically requires a copayment for office visits and certain other services.

Dentist – An individual holding a degree of Doctor of Dental Surgery (DDS), or Doctor of Dental Medicine (DMD) who practices within the scope of his or her license under the laws of the state or jurisdiction in which services are provided.

Doctor (or physician) – An individual holding a degree of Doctor of Medicine (MD), Doctor of Osteopathy (DO), Doctor of Dental Surgery (DDS), Doctor of Dental Medicine (DDM), Doctor of Podiatric Medicine (DPM) or Doctor of Chiropractic (DC), who practices within the scope of his or her license under the laws of the state or jurisdiction in which the services are provided.

Empire BlueCross BlueShield (Empire) – The Claims Administrator for the MonteCare PPO, Preventive & Diagnostic Dental Care Option and the Indemnity/PPO Dental Benefits Option. Empire is not the Claims Administrator for prescription drug and vision benefits, Flexible Spending Accounts, HMOs or Life Insurance.

Empire Dental Prime and Complete Member Services Network (for Preventive & Diagnostic Dental Care and Indemnity/PPO Dental Benefits participants) – A national network of dental providers (including the Montefiore Medical Center Department of Dentistry) who have agreed to charge negotiated rates for their services, which are typically lower than they would otherwise charge. For more information or if you would like to find a network provider you can contact Empire at **866.236.6748** or online at www.empireblue.com/montefiore.

Reasonable and Customary (R&C) – Reasonable and Customary charges are based on an HIAA survey of charges assessed for similar care within the geographic area in which the services are provided. Empire establishes its payment schedule for out-of-network claims based on the 70th percentile of these charges. The Plan benefit is then determined by applying the cost-sharing percentage (e.g. 80% or 50%) to this amount; you are responsible for paying the balance of the bill to the provider.

Subrogation – The right of the Montefiore Medical Center Montefiore Associate Benefits Program to recover medical or dental expenses paid to a participant for illness or injuries wrongfully caused by a third party or any illness or injury for which you and/or your family members are eligible to receive reimbursement from a third party.

Subrogation Agreement – A written agreement in which a covered individual agrees to reimburse the appropriate Plan for medical and/or dental benefits resulting from illness or injuries caused by a third party or any illness or injury for which you and/or your family members are eligible to receive reimbursement from a third party. The agreement must be signed by the associate and/or his or her family members, if applicable, before Plan payments are made to reimburse expenses incurred as a result of such illness or injury.

An Overview of Your Dental Options

You have two Montefiore indemnity Dental options (Preventive & Diagnostic Dental Care and Indemnity/PPO Dental Benefits) with an option to choose a dentist in the Empire Dental Premium Care PPO Network and the Aetna Dental Maintenance Organization (DMO) from which to choose, or you can elect no coverage. Your coverage will depend on the option you elect.

The DMO

Under the DMO, if you use a network primary care dentist:

- Your out-of-pocket dental expenses are typically lower than under the other Dental options
- You make copayments only for specified covered services
- You have no deductibles to pay
- There are virtually no claim forms to fill out

  and

- You don't have to wait to be reimbursed (subject to certain limitations and exclusions).

However, to get the most from the DMO you must receive care from DMO participating network dentists.

If you select the DMO, you choose a network primary care dentist for you and each enrolled family member. The dentist you select provides your dental care and will make referrals when appropriate to specialists within the DMO network. No referral is needed to see a network orthodontist. As with the other Dental options, there are restrictions on the frequency and/or age limitations of certain procedures.

You and your covered family members can choose the same network primary care dentist or you can select a different dentist for each. The DMO network is nationwide, so even students away from home at school can choose their own network primary care dentist. You can change your network primary care dentist once a month. If you call by the 15th of the month, the change will be effective the first of the following month. All you do is call **800.THE.DMO1**.

If you use out-of-network dentists (or see a network specialist without the required referral from your primary care dentist) while enrolled in the DMO, benefits are determined based on your state of residence. Any out-of-network benefits that may be payable are based on a schedule, and generally subject to a $100 individual annual deductible.

Treatment Using Preferred Providers

Montefiore's indemnity Dental options (Preventive & Diagnostic Dental Care and Indemnity/PPO Dental Benefits) provide access to the Empire Dental Prime and Complete Member Services Network including the Montefiore Medical Center Department of Dentistry. Plan participants can receive treatment from dentists who have agreed to provide services at a discount. Just like the Empire Network for health benefits, the discount applies to the cost of covered services provided. It does not affect the cost-sharing percentages established by the Plan. You are not required to uses these providers, but you may save money if you do. Check the Empire Website (www.empireblue.com/montefiore) for a list of participating dentists.

The Deductible

The *deductible* is the dollar amount that you must pay *before* the Indemnity/PPO Dental Benefits Option and the DMO (out-of-network in New York and Connecticut) start paying benefits for certain expenses. The deductible applies to each covered individual once each calendar year.

The deductible amount is the same under the Indemnity/PPO Dental Benefits Option and the DMO – $100 for each individual. Under the Indemnity/PPO Dental Benefits Option any amounts you pay toward *basic, major and orthodontic services* count toward satisfying the deductible. Under the DMO, out-of-network *preventive, basic and major services* (not orthodontic care) are subject to the deductible.

Covered Expenses

DENTAL SERVICES AND SUPPLIES	Your Cost If You Use: [3]			
	DMO		Preventive & Diagnostic Dental Care[2]	Indemnity/PPO Dental Benefits[2]
	In-network	Maximum Out-of-network[1]		
PREVENTIVE & DIAGNOSTIC SERVICES				
Office Visits and Exams				
• Topical application of fluoride (limited to 1 treatment a year and to covered individuals under age 18)	$0	$16	$0 for children under age 19	$0 for children under age 19
• Sealants, per tooth (limited to 1 application every 3 years on permanent molars only)	$0	$10		
• Office visit for oral examination	$0	$12	$0 (every 6 months)	$0 (every 6 months)
	(limited to 4 visits a year)			
• Emergency palliative treatment	$0	$12	$50 maximum	$50 maximum
• Prophylaxis (cleaning)	$0	$26 – Adult $14 – Child	$0	$0
	(limited to 2 treatments a year)			
• Pulp vitality test	$0	$8		
• Diagnostic casts	$0	$20		
• Oral hygiene instruction	$0	$12	Not covered	Not covered
X-rays and Pathology			$0	$0
• Bitewing X-rays (limited to 2 sets a year)	$0	$8		
• Entire series, including bitewings, or panoramic film (limited to 1 set every 3 years)	$0	$14		
• Vertical bitewing X-rays (limited to 1 set every 3 years)	$0	$12		
• Periapical X-rays	$0	$6		
• Intra-oral, occlusal view, maxillary, or mandibular	$0	$8		
• Extra-oral upper or lower jaw	$0	$12		
• Biopsy and histopathologic examination of oral tissue	$0	$27		

[1] Out-of-network benefits are only available to DMO participants who live in New York or Connecticut. If you live in New Jersey no out-of-network benefits will be paid except in an emergency. Out-of-network covered services, except orthodontic care, are subject to a $100 individual annual deductible.

[2] Reasonable and Customary charges are based on an HIAA survey of charges assessed for similar care within the geographic area in which the services are provided. Empire establishes its payment schedule for out-of-network claims based on the 70th percentile of these charges. The Plan benefit is then determined by applying the cost-sharing percentage (e.g., 80% or 50%) to this amount; you are responsible for paying the balance of the bill to the provider.

DENTAL SERVICES AND SUPPLIES	Your Cost If You Use: [3]			
	DMO		Preventive & Diagnostic Dental Care[2]	Indemnity/PPO Dental Benefits[2]
	In-network	Maximum Out-of-network[1]		
BASIC SERVICES				
Endodontics			Not covered	20% coinsurance after the $100 annual deductible
• Pulp capping	$0	$3		
• Pulpotomy	$0	$27		
• Surgical exposure for rubber dam isolation	$0	$26		
• Root canal therapy, including necessary X-rays				
– anterior	$0	$80		
– bicuspid	$0	$96		
• Apexification/recalcification	$0	$32 per visit		
• Apicoectomy (per tooth) – first root	$0	$60		
• Apicoectomy (per tooth) – each additional root	$0	$40		
• Retrograde filling	$0	$14		
• Root amputation	$0	$27		
• Hemisection	$0	$27		
• Molar root canal therapy, including necessary X-rays	20% coinsurance	$120 (if complex)		
Restorations and Repairs			Not covered	20% coinsurance after the $100 annual deductible
• Amalgam restoration (silver fillings)				
– 1 surface	$0	$12		
– 2 surfaces	$0	$16		
– 3 or more surfaces	$0	$24		
• Resin restorations (other than for molars)				
– 1 surface	$0	$12		
– 2 surfaces	$0	$16		
– 3 or more surfaces or incisal angle	$0	$26		
• Retention pins	$0	$14		
• Sedative fillings	$0	$12		
• Stainless steel crowns	$0	$26		
• Prefabricated resin crowns (excluding temporary crowns)	$0	$60		
• Recementing inlays, crowns, bridges, space maintainers	$0	$16		
• Tissue conditioning for dentures	$0	$26		

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[2] Reasonable and Customary charges are based on an HIAA survey of charges assessed for similar care within the geographic area in which the services are provided. Empire establishes its payment schedule for out-of-network claims based on the 70th percentile of these charges. The Plan benefit is then determined by applying the cost-sharing percentage (e.g., 80% or 50%) to this amount; you are responsible for paying the balance of the bill to the provider.

DENTAL SERVICES AND SUPPLIES	Your Cost If You Use: [3]			
	DMO		Preventive & Diagnostic Dental Care[2]	Indemnity/PPO Dental Benefits[2]
	In-network	Maximum Out-of-network[1]		
BASIC SERVICES				
Periodontics			Not covered	20% coinsurance after the $100 annual deductible 1 procedure per quadrant every 36 months
• Emergency treatment (abscess, acute periodontitis)	$0	$26		
• Subgingival curettage (limited to 4 separate quadrants, every year)	$0	$40		
• Scaling and root planning (limited to 4 separate quadrants, every year)	$0	$40		
• Periodontal maintenance procedures following surgical therapy (limited to 2 a year)	$0	$40		
• Gingivectomy or gingivoplasty – per quadrant	$0	$40		
• Gingivectomy or gingivoplasty – per tooth	$0	$20		
• Gingival flap procedure – per quadrant	$0	$60		
• Free soft tissue graft	$0	$60		
• Osseous surgery (including flap entry and close), per quadrant	20% coinsurance	$80		
• Occlusal adjustment (other than appliance or by restoration)	$0	$20 (limited) $40 (entire mouth)	Not covered	Not covered
Oral Surgery (includes local anesthetics and routine post-operative care)			Not covered	20% coinsurance after the $100 annual deductible (except for impacted wisdom teeth or other teeth impacted in the bone, which is covered under MonteCare)
• Extractions, uncomplicated	$0	$27		
• Surgical removal of erupted tooth	$0	$32		
• Surgical removal of impacted tooth (soft tissue)	$0	$40		
• Excision of hyperplastic tissue	$0	$32		
• Excision of pericoronal gingival	$0	$40		
• Incision and drainage of abscess	$0	$20		
• Crown exposure to aid eruption	$0	$26		
• Removal of foreign body from soft tissue	$0	$20		
• Suture of soft tissue injury	$0	$20		
• Removal of residual root	$0	$27		
• Removal of odontogenic cyst	$0	$40		
• Closure of oral fistula	$0	$48		
• Removal of foreign body from bone	$0	$20		
• Sequestrectomy	$0	$20		
• Frenectomy	$0	$40		
• Transplantation of tooth or tooth bud	$0	$48		

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[2] Reasonable and Customary charges are based on an HIAA survey of charges assessed for similar care within the geographic area in which the services are provided. Empire establishes its payment schedule for out-of-network claims based on the 70th percentile of these charges. The Plan benefit is then determined by applying the cost-sharing percentage (e.g., 80% or 50%) to this amount; you are responsible for paying the balance of the bill to the provider.

DENTAL SERVICES AND SUPPLIES	Your Cost If You Use: [3]			
	DMO		Preventive & Diagnostic Dental Care[2]	Indemnity/PPO Dental Benefits[2]
	In-network	Maximum Out-of-network[1]		
BASIC SERVICES				
Oral Surgery (includes local anesthetics and routine post-operative care)			Not covered	20% coinsurance after the $100 annual deductible (except for impacted wisdom teeth or other teeth impacted in the bone, which is covered under MonteCare)
• Alveoplasty				
– in conjunction with extractions– per quadrant	$0	$27		
– not in conjunction with extractions – per quadrant	$0	$40		
• Removal of exostosis	$0	$60		
• Sialolithotomy; removal of salivary calculus	$0	$36		
• Closure of salivary fistula	$0	$36		
• Surgical removal of impacted teeth				
– Partial bony	$0	$53		
– Completely bony	$0	$60		
– Completely bony with unusual surgical implications	$0	$64		
Sedation/Anesthesia – Intravenous sedation and general anesthesia (in conjunction with another necessary covered service)	$0	$120 (per 15 minute segment)	Not covered	20% coinsurance after the $100 annual deductible

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[2] Reasonable and Customary charges are based on an HIAA survey of charges assessed for similar care within the geographic area in which the services are provided. Empire establishes its payment schedule for out-of-network claims based on the 70th percentile of these charges. The Plan benefit is then determined by applying the cost-sharing percentage (e.g., 80% or 50%) to this amount; you are responsible for paying the balance of the bill to the provider.

DENTAL SERVICES AND SUPPLIES	Your Cost If You Use: [3]			
	DMO		Preventive & Diagnostic Dental Care[2]	Indemnity/PPO Dental Benefits[2]
	In-network	Maximum Out-of-network[1]		
MAJOR SERVICES				
Prosthodontics			Not covered	50% coinsurance after the $100 annual deductible
• Inlays				
– 1 surface	20% coinsurance	$60		
– 2 or more surfaces	20% coinsurance	$80		
• Onlays				
– 2 surfaces	20% coinsurance	$80		
– 3 or more surfaces	20% coinsurance	$80		
• Post and core	20% coinsurance	$27		
• Crowns (including build-ups when necessary)	20% coinsurance	$120	Not covered	Repair/ replacement of crowns and pontics payable 5 years after initial placement
• Pontics	20% coinsurance	$20		
• Dentures and partials				If dentures are for teeth lost or extracted before Dental coverage begins, 50% of the benefit otherwise payable until the individual has been a Dental participant for 24 consecutive months.
– Complete (upper or lower)	20% coinsurance	$120		
– Partial	20% coinsurance	$120		
– Interim partial denture (stayplates); anterior only	20% coinsurance	$40		
– Crown and bridge repairs	20% coinsurance	$27		
– Adding teeth to an existing denture	20% coinsurance	$40		
– Full and partial denture repairs	20% coinsurance	$27		
– Relining/rebasing dentures (includes adjustments within 6 months after installation)	20% coinsurance	$40		
– Stress breakers (per unit)	20% coinsurance	$40		Not covered
• Occlusal guard (for bruxism only)	20% coinsurance	$40		Not covered

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[2] Reasonable and Customary charges are based on an HIAA survey of charges assessed for similar care within the geographic area in which the services are provided. Empire establishes its payment schedule for out-of-network claims based on the 70th percentile of these charges. The Plan benefit is then determined by applying the cost-sharing percentage (e.g., 80% or 50%) to this amount; you are responsible for paying the balance of the bill to the provider.

DENTAL SERVICES AND SUPPLIES	Your Cost If You Use: [3]			
	DMO		Preventive & Diagnostic Dental Care[2]	Indemnity/PPO Dental Benefits[2]
	In-network	Maximum Out-of-network[1]		
MAJOR SERVICES				
Prosthodontics				
• Replacement of, or addition or modification to existing dentures, crowns, casts or processed restorations, removable bridges or fixed bridgework if: – The replacement or addition of teeth is required to replace 1 or more teeth extracted after the existing denture was installed and the individual was a Dental participant when the extraction occurred – The existing appliance cannot be made serviceable and was installed at least 5 years before the replacement – The existing denture is a temporary one to replace 1 or more natural teeth extracted while the individual was a Dental participant, that cannot be made permanent and replacement by a permanent denture is required. The replacement must be made within 12 months after the temporary denture is installed.	20% coinsurance	Not covered	Not covered	50% coinsurance after the $100 annual deductible
Space Maintainers (includes all adjustments within 6 months after installation) to preserve space resulting from the premature loss of deciduous teeth			$0	$0
• Fixed band type	20% coinsurance	$40		
• Removable acrylic with round wire clasp	20% coinsurance	$32		
• Removable appliance to correct habits	20% coinsurance	$32	Not covered	Not covered
• Fixed or cemented appliance to correct habits	20% coinsurance	$40	Not covered	Not covered
ORTHODONTIC SERVICES				
Orthodontics, including: • Comprehensive orthodontic treatment • Post treatment stabilization • Interceptive orthodontic treatment • Limited orthodontic treatment	50% coinsurance	$800 (individual lifetime maximum)	Not covered	20% coinsurance after the $100 annual deductible
Lifetime Orthodontic maximum	None	1 course of treatment	Not covered	$2,000
Annual maximum benefits for each covered person for Preventive and Diagnostic, Basic and Major Services combined	None	None	None	$1,500 $2,000 if you use a Montefiore Dentist

[1] Out-of-network benefits are only available to DMO participants who live in New York or Connecticut. If you live in New Jersey no out-of-network benefits will be paid except in an emergency. Out-of-network covered services, except orthodontic care, are subject to a $100 individual annual deductible.

[2] Reasonable and Customary charges are based on an HIAA survey of charges assessed for similar care within the geographic area in which the services are provided. Empire establishes its payment schedule for out-of-network claims based on the 70th percentile of these charges. The Plan benefit is then determined by applying the cost-sharing percentage (e.g., 80% or 50%) to this amount; you are responsible for paying the balance of the bill to the provider.

Pre-Treatment Review (Indemnity/PPO Dental Benefits Option)

Pre-treatment review lets you know in advance how much the Indemnity/PPO Dental Benefits plan option will reimburse you when extensive dental work is expected.

Whenever your dentist recommends an elective dental procedure, you may want to have your dentist submit a proposed course of treatment to Empire before the work begins.

Although the pre-treatment review procedure is not required, it can be helpful to you since many dental procedures are elective and some dental conditions can be treated in more than one way. When a condition can be treated in one of several ways, Empire will base its payment on the least costly alternate procedure that is consistent with good dental care. Using a pre-treatment review can help to avoid a misunderstanding about what expenses will be reimbursed and let you know what portion of the cost you will be required to pay.

Alternate Treatment (DMO)

In some situations there is more than one way to treat a particular dental condition in accordance with broadly accepted standards of dental practice. For example, either a crown or a filling might be used to restore a tooth. Both options are acceptable methods of correcting the problem. The difference lies in the cost.

Under the Alternate Treatment rule, the DMO will pay benefits for the procedure that provides the most effective long-term solution at the lowest cost – provided it is otherwise a covered service. (In this example, the filling would be the most cost-effective long-term solution.) However, you always have the option of permitting the dentist to perform the more expensive procedure, although you will be responsible for paying the difference in the cost.

Out-of-Area Emergency Treatment (DMO)

If you or a covered family member is more than 50 miles from home and has a dental emergency, the DMO will reimburse reasonable charges for palliative (pain relief or stabilization) expenses up to a maximum benefit of $100 for each separate emergency condition.

Maximum Benefits

If you elect the Indemnity/PPO Dental Benefits Option, you and each covered family member can receive up to $1,500 in annual benefits for preventive and diagnostic, basic and major services combined, however, you can increase your annual maximum benefit by $500 (up to $2,000) if you use a dentist in Montefiore’s Department of Dentistry. There is a separate individual lifetime maximum benefit of $2,000 for orthodontics.

If you elect the DMO and obtain care from your network primary care dentist, there are generally no maximum benefit levels. However, frequency of treatment and/or age limitations may apply, as described in the list of covered dental services and supplies.

Exclusions

The Preventive & Diagnostic Dental Care Option will not pay for any services other than preventive and diagnostic.

In addition, the Indemnity/PPO Dental Benefits Option does *not* pay benefits for all dental services and supplies – even if recommended by a dentist. Expenses *not* covered include:

- Appliances to correct harmful habits, such as grinding of teeth, thumb sucking, etc., or to stabilize periodontally involved teeth
- Athletic mouth guards
- Charges for broken appointments
- Conditions caused by the commission of or participation in a crime, riot or war (declared or not) or incurred while serving in the armed forces; injuries sustained by the victim of a crime or riot are covered provided the individual is not in the military
- Dietary counseling, oral hygiene or dental plaque control training
- Duplicate prosthetic devices
- Educational, vocational or training services and supplies
- Expenses:
  - for filling out dental reports, bills, benefit request forms
  - for services performed after Dental coverage ends, except for the following services if performed within the next 30 days:
    - installation or adjustment of dentures or fixed bridgework, if the impression was taken while coverage was still in effect
    - restoration of a crown, inlay or onlay, if the tooth or teeth were prepared before coverage ended
    - root canal therapy, if the pulp chamber was opened before coverage ended
  - in excess of reasonable and customary limits
  - incurred before you or one of your family members became a Dental participant
  - incurred outside the United Sates or its territories except in a medical emergency
  - to the extent they are reimbursable under another employer's plan or any other source of payment
- Extractions of impacted wisdom teeth and other teeth impacted in bone (covered by medical benefits)
- 50% of the benefit otherwise payable for dentures or bridgework for teeth lost or extracted before the Indemnity/PPO Dental Benefits Option coverage begins (full coverage is provided once the person has been a dental participant for at least 24 consecutive months)
- Hospital charges
- Illness or injury – treatment of occupational illness or injury

- Installation of a crown, cast or processed restoration (for those enrolled in the DMO) unless:
  - treatment for decay or traumatic injury cannot be restored with a filling material, or
  - the tooth is an abutment to a covered partial denture or fixed bridge
- Mailing or shipping expenses
- Myofunctional therapy
- Periodontal splinting
- Personalization or characterization of prosthetic devices
- Plastic, reconstructive or cosmetic surgery – or other treatment – solely to improve, alter or enhance appearance unless needed to repair an injury and provided surgery is performed no later than the calendar year following the accident that caused the injury
- Pontics, crowns, casts or processed restorations made with high noble metals (for those enrolled in the DMO)
- Prescription drugs
- Professional services provided by you, a family member or by someone who lives in your home
- Replacement of lost or stolen prosthetic devices
- Services and/or supplies:
  - for which there is no legal obligation to pay or charges that would not have been made except for the availability of benefits from this Dental coverage
  - not necessary for the diagnosis, care or treatment of the condition involved – even if prescribed by a physician or dentist
  - not ordered or performed by a physician, dentist or other licensed dental practitioner
  - provided by a Health Maintenance Organization or Dental Maintenance Organization
  - provided by the government, unless you are legally required to pay for the care you receive
  - provided outside the United States or its territories except for an emergency
  - that do not meet American Dental Association standards
  - which are not *specifically* listed as covered expenses in this Summary Plan Description
  - which are primarily experimental/investigational in nature
- Teeth implants and any related charges
- Treatment of any jaw joint disorder including temporomandibular joint dysfunction (TMJ)
- Veneers or facings on molar crowns and pontics.

Coordination of Benefits

Montefiore's Preventive & Diagnostic Dental Care Option and the Indemnity/PPO Dental Benefits Option contain a coordination of benefits (COB) feature. This feature applies when you or an eligible family member is covered by more than one group plan providing dental benefits. It limits combined benefits from all group dental plans to 100% of covered expenses subject to plan maximums. Under the coordination of benefits provision, the plan that has *primary* responsibility always pays *first*. The rules for determining which plan pays benefits first are the same as described in Non-duplication of Benefits.

Claims should always be submitted to the primary plan first. Under the COB provision, you and your dependents can receive up to 100% of covered dental charges from all group plans combined – but no more than that.

If You Are Enrolled in the DMO

The coordination of benefits feature does not apply to the DMO. This means that the DMO is always primary.

If You Continue to Work after Age 65

If you continue to work for Montefiore after you reach age 65, you and your enrolled family members, if you elect family coverage, will have the same Dental options provided to active associates under age 65.

Claiming Healthcare Benefits

Claims should always be submitted to the primary plan first.

For Urgent Care Claims

If you file an urgent care claim, the Claims Administrator will make an initial benefit determination within 24 hours after they receive your properly completed claim form and all required documentation.

An urgent care claim is a claim filed before medical services are received and is for conditions in which receiving medical care quickly is a critical factor in:

- assuring the patient's life, health or ability to regain maximum function

  or

- in the opinion of a physician with knowledge of the patient's medical condition, avoiding severe pain.

If you file an incomplete urgent care claim, the following steps show the procedure and timing.

1. Within 24 hours after receiving your claim, the Claims Administrator will notify you that your claim is incomplete and tell you what information you need to provide.

2. You provide the requested information within the timeframe set by the Claims Administrator (but in no case less than 48 hours).

3. The Claims Administrator makes a final determination on the claim within 48 hours after:

- you provide the requested information

  or

- the end of the time period you have to provide the requested information

. . . whichever is earlier.

If your claim is denied, you will receive notice of the denial as described in "If Your Claim is Denied". The initial denial of your urgent care claim may be provided orally. However, you will receive written notification of the denial within three days after the oral notification.

For Post Service Claims

If you file a post service claim, the Claims Administrator will send you written notification of their benefit determination within 30 days after receiving the claim. If matters beyond the control of the claims administrator require an extension of time, the Claims Administrator may extend the notification period by up to 15 days. If an extension is required, the Claims Administrator will notify you in writing before the end of the initial 30-day period. The notification will include the reasons the extension is required and the date by which the Claims Administrator expects to make its determination. If the extension is required because your claim was not complete, the notice of extension will describe the required information. You will have at least 45 days following receipt of the notice to provide the requested information.

A post service claim is a claim for benefits filed after the services are received.

Hospital Benefits

Generally, hospitals submit their bills directly to the Claims Administrator. If you do receive a hospital bill, make sure it is itemized and forward it to the Claims Administrator. If you or a covered family member is admitted to Montefiore, you should not receive a bill for the admission. If you do, do not pay it. Call the Montefiore billing department and identify yourself as covered under the Associate Benefits Program.

Laboratory Benefits

If you receive a bill for a covered expense directly from Quest Laboratories, LabCorp or any hospital laboratory participating in the Empire BlueCard PPO Network (including Moses, Weiler, Wakefield, Westchester Square, The Children's Hospital at Montefiore, Montefiore New Rochelle Hospital, Montefiore Mt. Vernon Hospital), do not pay the bill. Call the provider, identify yourself as an associate enrolled in MonteCare and instruct them to send the invoice to the Claims Administrator.

Vision Benefits

If you elect a Spectera Vision Plan option, United HealthCare administers all claims. Vision care services you receive through an in-network provider generally require no claim forms.

If you receive services from an out-of-network provider, you pay the provider in full at the time of service and file a claim for reimbursement.

DMO Benefits

If you elect the DMO, Aetna administers all claims. Dental services you receive through the DMO generally require no claim forms. Your primary care dentist will handle all of the necessary paperwork.

If you use an out-of-network dentist, you must file a claim for reimbursement. Submit the completed form to Aetna and include all of the necessary documentation.

Other Benefits

Medical and dental services you receive through in-network providers generally require no claim forms. Your network provider will handle all of the necessary paperwork.

If you incur medical or dental expenses through out-of-network providers, you must file a claim to receive benefits. You should submit a claim for benefits when you or a covered family member incurs covered expenses in excess of any applicable deductible. Complete the associate portion of the form in full. Have your healthcare provider complete his or her portion too.

Attach all necessary documentation to the form:

- a description of the services and supplies provided with an itemized description of each charge
- the diagnosis and CPT 4 code, if applicable
- the date(s) of service
- the patient's name
- the provider's name, address, phone number and degree
- the provider's federal tax identification number.

Prescription Drugs

If you purchase prescription drugs at a non-participating pharmacy, you will be required to submit a claim form to receive benefits. Complete the Prescription Drug Claim Form and attach a copy of the receipt. The receipt must include the date, patient's name, prescription number, name of the prescription drug and quantity dispensed.

Claims Administration

The following table shows where claims should be submitted for different covered expenses.

To claim benefits for these Healthcare expenses:	**Claims should be submitted as follows:**
• MonteCare EPO • MonteCare PPO	Empire BlueCross BlueShield PO Box 1407, Church Street Station New York, NY 10008-1407 **866.236.6748**
• Spectera Vision	Spectera Vision Claims Department PO Box 30978 Salt Lake City, UT 84130 **800.638.3120**
• Preventive & Diagnostic Dental Care • Indemnity/PPO Dental Benefits	Empire BlueCross BlueShield Dental Benefits Programs P.O. Box 791 Minneapolis, MN 55440-0791
• Dental Maintenance Organization (DMO)	Aetna Dental™ P.O. Box 14094 Lexington, KY 40512-4094
• Prescription Drugs	Express Scripts 100 Parsons Pond Drive Franklin Lakes, NJ 07417-2603 **800.631.7780**
All claims must be submitted within 18-months of the date care was provided. Otherwise, no benefits will be paid.	

You must include the Name and Membership ID Number of the Montefiore associate on *all* claim forms submitted to the Claims Administrator – including claim forms provided to you by your physician and claims for covered expenses incurred by a dependent. Otherwise, your claim cannot be processed or paid.

You should complete a *separate* claim form for each person for whom benefits are being requested. If another plan is the primary payer, a copy of the other plan's Explanation of Benefits (EOB) must accompany the claim form.

Other Important Information about Your Healthcare Benefits

Termination of Healthcare Coverage

Healthcare coverage ends on the last day of the month in which:

- The Associate Benefits Program is terminated
- You no longer meet the eligibility requirements as an active associate
- You terminate your employment
- You fail to pay any required contributions as described under Continuation Coverage (COBRA).

If a dependent no longer qualifies as an eligible family member, healthcare coverage ends:

- For your dependent children – on the last day of the calendar year
- For your spouse or domestic partner – on the last day of the calendar month.

Upon termination of coverage, you may be able to elect Continuation Coverage (COBRA) by paying the cost of coverage for a specified period of time.

General Notice of Cobra Continuation Coverage Rights

The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives workers and their families who lose their health benefits the right to choose to continue group health benefits for limited periods of time under certain circumstances. This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to receive coverage.

If healthcare coverage stops as a result of:

- Layoff, leave of absence, disability or termination of employment for reasons other than gross misconduct
- Retirement before age 65 if you do not qualify for retiree medical benefits
- A reduction in your regularly scheduled hours
- Divorce or legal separation or termination of a qualified domestic partnership
- A child no longer qualifying as a family member
- Your death

. . . you and/or your qualified beneficiaries can individually elect to continue coverage under the Montefiore Medical, Vision and/or Dental options you had in effect at the time of the qualifying event. Depending on the type of qualifying event, your spouse or qualified domestic partner, and eligible dependent children may be qualified beneficiaries. Certain newborns, newly-adopted children and alternate recipients under Qualified Medical Child Support Orders (QMCSOs) may also be qualified beneficiaries.

You will have the opportunity to change your options and coverage during the next fall annual election period. At that time, you will receive all the materials you need to make your elections. The decisions you make during the election period will take effect the following January 1.

Notifying the COBRA Administrator of Qualifying Events

You or your family members must notify Montefiore's HR-Benefits Office in writing if healthcare coverage will stop due to any of the following events:

- you and your spouse are divorced or legally separated,
- your qualified domestic partnership terminates

  or

- a child no longer qualifies as a dependent.

You must send this written notification within 60 days after the date of the event or the date coverage would stop – whichever is later.

To elect continuation coverage, you must return the COBRA Election Form to the COBRA Administrator within 60 days after:

- You receive notice of your right to continue healthcare coverage

  or

- The date healthcare coverage stops, if later.

If you or a dependent initially waives COBRA continuation coverage, that individual may revoke that waiver during the 60-day COBRA election period. In that case, COBRA coverage will begin on the date you first became eligible provided you pay the required retroactive contributions on a timely basis.

Paying for COBRA Coverage

If you (or your family members) elect continuation coverage, you must pay 102% of the cost of coverage, as determined by the COBRA Administrator. If a disability occurs within the first 60 days of COBRA continuation coverage, the 18 month period for medical coverage may be extended up to 29 months as a result of the disability. The premium for the family may increase to 150% of the cost of coverage for the additional 11 months. While COBRA rates may seem high, you will be paying group premium rates, which are usually lower than individual rates.

You have 45 days after you elect COBRA coverage to pay the premium for the period beginning on the date COBRA coverage begins until the end of the month in which you return the COBRA election form. Claims under COBRA coverage will not be processed for this initial period until payment is received by the COBRA Administrator. After the initial payment, you must pay your monthly COBRA premium on the first day of the month. If not paid within 30 days of the date payment is due, coverage will automatically terminate without further notice. Claims under COBRA coverage will not be processed for any period until full payment is received by the COBRA Administrator.

Duration of COBRA Coverage

The following table shows the longest period of time coverage can be continued.

If you are:	And lose healthcare coverage due to one of the qualifying events shown below:	You can choose continuation of healthcare coverage for up to:
an MMC associate	• layoff, leave of absence (including military leave), or termination of employment (for reasons other than your gross misconduct) • a reduction in your regularly scheduled hours	18 months
	• disability (at the time of termination of coverage or within the first 60 days of continuation coverage)	29 months
a covered spouse or qualified domestic partner of an MMC associate	• your spouse or domestic partner is on layoff, leave of absence, or terminates employment (for reasons other than gross misconduct) • a reduction in your spouse or domestic partner's regularly scheduled hours	18 months
	• your spouse or domestic partner is disabled at termination of employment or within the first 60 days of continuation coverage	29 months
	• the death of your spouse or domestic partner • your spouse or domestic partner is disabled • divorce, legal separation, annulment or termination of a qualified domestic partnership	36 months
a covered dependent child of an MMC associate	• your parent is on layoff, leave of absence or terminates employment (for reasons other than gross misconduct) • a reduction in your parent's regularly scheduled hours	18 months
	• your parent is disabled at termination of employment or within the first 60 days of continuation coverage	29 months
	• the death of your parent • your parents' divorce, legal separation, annulment or termination of a qualified domestic partnership • you no longer qualify as a dependent for medical and dental coverage	36 months
Note: In no case can COBRA coverage continue for more than 36 months, even if you experience multiple qualifying events.		

When the continuation period ends, healthcare benefits stop.

Continuation of healthcare coverage may be cut short if:

- You or your family members do not make all the required contributions on a timely basis
- You or your family members become covered under another group plan, unless that plan contains a provision that restricts the payment of benefits for a *pre-existing condition*

  or

- Montefiore terminates all health plans.

Continuation of your Medical coverage will also stop if you or your family members become entitled to Medicare (coverage could continue for those individuals not eligible for Medicare for up to 36 months from the original qualifying event, provided those family members otherwise remain eligible).

If You Have Questions

For more information about your rights and obligations under the Plans and under federal law, you should contact the COBRA Administrator who is responsible for administering COBRA continuation coverage. The COBRA Administrator is:

WageWorks
PO Box 14053
Lexington, KY 40511
877.924.3967
ATTN: COBRA Department

You may also contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at www.dol.gov/ebsa.

Keep Your Program Informed of Address Changes

To protect your family's rights, you must notify the COBRA Administrator in writing of any changes in the addresses of family members. You should also keep a copy of any notices you send to the COBRA Administrator for your records.

Health Insurance Portability and Accountability Act of 1996 (HIPAA)

This overview of HIPAA is intended to help you understand your rights and protection of personal information related to your health. Key HIPAA provisions include:

- **Pre-existing Condition Limitations**
  - A pre-existing condition is one for which medical advice; diagnosis, care, or treatment was recommended or received during the 6-month period prior to an individual’s enrollment date (the first day of health coverage or the first day of any waiting period for coverage, whichever is earlier).
  - Group health plans and issuers may not exclude an individual’s pre-existing medical condition from coverage for more than 12 months (18 months for late enrollees) after an individual’s enrollment date.
  - Under HIPAA, a new employer’s plan must give individuals credit for the length of time they had prior continuous health coverage, without a break in coverage of 63 days or more, reducing or eliminating the 12-month exclusion period (18 months for late enrollees)
- ***Certificate of Creditable Coverage*** – You can use a certificate of creditable coverage to eliminate or reduce any pre-existing condition limitation period under another group healthcare plan. You can request a certificate of creditable coverage:
  - when you lose health coverage
  - when you become entitled to elect COBRA continuation coverage
  - when your COBRA continuation coverage ends
  - at any time before losing healthcare coverage

    or
  - up to 24 months after losing healthcare coverage.

- **Prohibit Discrimination Based on Health Status** – You or your family members may not be excluded from coverage, denied benefits, or charged more for coverage offered by a plan or issuer, based on health status-related factors
- **Provide Special Enrollment Rights** – You may request a special health plan enrollment under the following circumstances:
  - Within 30 days of the date:
    - you or a family member loses other group health plan coverage (such as a spouse's plan)
    - you acquire a new family member through marriage, establishment of domestic partnership, birth, adoption or legal guardianship
  - Within 60 days of the date you or a family member:
    - are no longer eligible for coverage under the Children's Health Insurance Program (CHIP) or Medicaid
    - becomes eligible for premium assistance under the State's Children's Health Insurance Program (CHIP) or Medicaid.
- **Limits on Identifiable Health Information**
  - *Limits on Use of Personal Medical Information* – The privacy rule sets limits on how covered providers (i.e., health plans, pharmacies, hospitals, clinics, nursing homes and other direct-care providers) may use your identifiable health information. These limits do not restrict the ability of healthcare professionals to share any medical information needed for treatment. They do restrict its use for purposes not related to healthcare.

    Covered providers may use or share only the minimum amount of protected information needed for a particular purpose. You have to sign a specific authorization before your medical information can be released to a life insurer, a bank, a marketing firm or another outside business for purposes not related to your healthcare. Covered providers must first obtain your specific authorization before disclosing your medical information for marketing.
  - *Access To Medical Records* – HIPAA gives you the ability to review and obtain copies of your medical records. You may also request corrections if you have identified any errors. Covered providers generally should provide access to your records within 30 days of your request and may charge for the cost of copying and sending the records to you.
  - *Notice of Privacy Practices* – Covered providers will provide you with a HIPAA notice advising you of your rights. You may be asked to sign, initial or otherwise acknowledge that you have received this notice. You may also ask to restrict the use or disclosure of your information beyond the practices included in the notice, but the covered providers would not have to agree to the changes.
  - *Confidential communications* – Under the privacy rule, you can request that your doctors, health plans and other covered providers take reasonable steps to ensure that their communications with you are confidential. For example, you could ask your doctor to call you at work rather than home, and the doctor's office should comply with that request if it can be reasonably accommodated.

- ***Stronger State Laws*** – The federal privacy standards do not affect state laws that provide additional privacy protections for patients. The confidentiality protections are cumulative; any state law providing additional protections would continue to apply. When a state law requires a certain disclosure – such as reporting an infectious disease outbreak to the public health authorities – the federal privacy regulations would not preempt the state law.
- ***Complaints*** – You may file a formal complaint regarding Montefiore Medical Center privacy practices to:

  Health Plan Privacy Officer
  HR – Benefits Office
  Montefiore Medical Center
  111 East 210th Street
  Bronx, NY 10467-2490
  Telephone: **914.378.6530**

  Complaints may also be made in writing to the Secretary of the U.S. Department of Health and Human Services Office for Civil Rights (OCR), which is charged with investigating complaints and enforcing the privacy regulation.
- ***For More Information*** – If you have questions about your HIPAA rights, you may contact your state insurance department or the U.S. Department of Labor, Employee Benefits Security Administration (EBSA) toll-free at **866.444.3272**. You can find additional HIPAA information on the Internet at www.hhs.gov/ocr/hipaa.

Genetic Information Non-discrimination Act of 2008 (GINA)

The Genetic Information Nondiscrimination Act prohibits discrimination in health coverage and employment based on genetic information. GINA, together with provisions of the Health Insurance Portability and Accountability Act (HIPAA), generally prohibits health insurers or health plan administrators from requesting or requiring genetic information of an individual or an individual's family members, or using this information for decisions regarding coverage, rates, or preexisting conditions. GINA also prohibits employers from using genetic information for hiring, firing, or promotion decisions, and for any decisions regarding terms of employment.

Surcharge

New York State has imposed an 8.18% surcharge on certain medical expenses. Montefiore has made arrangements to pay this surcharge directly to the State. If you receive a bill that itemizes the surcharge, do not pay this charge. Notify the provider that Montefiore participates in the New York State Department of Health Public Goods Pool.

It is important for you not to make this payment since Montefiore has already made this payment for you. The Claims Administrator will not reimburse you for this charge. If you have paid this surcharge, you should contact the provider for a refund. You can ask the Claims Administrator to send a letter to the provider confirming that the Claims Administrator has paid the surcharge to the State.

Subrogation

This provision applies if you and/or your covered family members become ill or are injured as a result of the intentional action or negligence of a third party or any illness or injury for which you and/or your dependents are eligible to receive reimbursement from a third party. In that case, you must sign an agreement known as a Subrogation Agreement, to reimburse the Montefiore Associate Benefits Program from whatever moneys are recovered from the third party (whether an individual or insurance company is liable) as a result of a court judgment, settlement or otherwise. Here is an example of how subrogation works.

If you were hurt as a result of another person's negligence, the individual – or his or her insurance company – might compensate you for your injury. In that case, you would be required to repay any amounts the Plan had advanced to you and/or your covered family members for medical and/or dental expenses resulting from such illness or injuries. The repayment must equal the benefits you received from the Plan less reasonable expenses to make the recovery.

You must take whatever actions are required by the Plan Administrator and/or the Subrogation Agreement to enforce the subrogation right of the plan. Failure to cooperate in the enforcement of this Agreement, including the failure to repay the Plan from the judgment or settlement proceeds, may lead to the suspension of any further benefits you and any of your family members may receive under the plan.

Qualified Medical Child Support Orders (QMCSO)

Federal law requires group health plans to honor qualified medical child support orders (QMCSOs).

In general, a QMCSO is a state order or directive requiring a parent to provide medical support to a child in case of separation or divorce and under certain statutory conditions. Upon receipt of a medical child support order (MCSO), the Plan Administrator will notify you and the affected child that it is reviewing the order to determine if it is qualified and the procedures used to determine whether the order is qualified. If the Plan Administrator determines that the order is qualified, the Associate Medical option is required to pay benefits directly to the child, the child's custodial parent or legal guardian, according to the order. However, the child must be enrolled and the associate must be making any required contributions. For further information, contact Montefiore's HR-Benefits Office.

Occupational Health Services (OHS)

You also have access to Occupational Health Services (OHS). Montefiore's Occupational Health Services Department offers the following services:

- Free annual assessments including tuberculosis and diabetes screening (A1C testing – fasting is not required) and influenza vaccinations
- Nutrition Counseling Service – One-on-one, confidential counseling to help you manage your weight, lower your health risks, enhance your life and eat wisely
- Smoking Cessation Programs – Provides information on nicotine replacement therapy and offers a no-cost nicotine replacement therapy starter kit through Montefiore's outpatient pharmacies
- Montefiore provides a lactation-friendly environment and supports mothers who continue to breastfeed after returning to work from maternity leave. Associate Lactation Suites are located at the Moses, Wakefield and Einstein Campuses.

HealthCare Employee Assistance Program

The HealthCare EAP provides assistance to you or members of your immediate family if you have a personal problem, such as marital, parent-child, legal or financial difficulties, stress, depression, anxiety, grief reactions, substance abuse, or any other emotional or behavioral problem. Assistance is provided on a strictly confidential basis, through a staff of experienced counselors from various disciplines. These include sociologists, substance abuse counselors, social workers, and a session psychiatrist.

The HealthCare EAP is provided at no cost to you through ESI/Longview Associates **800.666.5EAP (5327)** www.MyHealthCareEAP.com**.** .

Care Guidance

The Care Guidance Program provides you with a Personal Health Nurse (PHN) who will work one-on-one with you for as long and as often as you need. This is a voluntary program that can provide support and resources to help you, or a member of your family, manage your or their health. Montefiore provides this program at no cost to you. All services are completely confidential.

Working as a team, your physician and your PHN will set health goals, create an action plan and identify ways to help you maintain healthy habits. Your PHN's goal is to efficiently guide you through the different aspects of the healthcare system, making your care manageable and more successful.

Your PHN will help you:

- Find a physician or other healthcare provider; schedule appointments and navigate other healthcare services
- Communicate with care providers and coordinate healthcare related services from multiple doctors and facilities
- Understand your medications. Your PHN may arrange a consultation with the Care Guidance Program's pharmacist to ensure that you are being treated with the most effective medication regimen.
- Prepare a Living Will, identify a Healthcare Proxy and discuss these important Life Planning decisions with family members and healthcare providers.

Voluntary Pre-Certification

You are requested to voluntarily pre-certify Care Guidance if you or a covered family member is admitted to the hospital for any reason (e.g. medical, surgical, behavioral health, substance abuse, maternity, skilled nursing and rehabilitation services). This will allow Care Guidance to work with you at critical points in your care, help answer questions and help you follow your doctor's course of treatment.

You should notify Care Guidance:

- 14 days before a non-emergency inpatient admission
- Within 48 hours or as soon as reasonably possible after an emergency admission.

Call **855.MMC.WELL (855.662.9355)** or email **mmccareguidance@montefiore.org**

Flexible Spending Accounts (FSA)

Flexible Spending Accounts allow you to pay for certain eligible expenses with dollars that are *never taxed*. They also expand your benefit program and strengthen the level of your coverages by reimbursing you for expenses which may not otherwise be covered under other plans.

There are two accounts – one for healthcare expenses and one for dependent care expenses. The FSA, funded with before-tax contributions deducted from your pay, lower your taxable income by allowing you to pay *less*:

- Federal income tax
- Social Security tax (on your earnings below a certain level)
- Medicare tax

  and

- State and local income taxes in many states, including New York and Connecticut (but not in New Jersey).

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Glossary of Key Terms

Annual Base Salary – Your annual base rate of pay including any tax-deferred contributions that you make to a qualified or non-qualified plan sponsored by Montefiore, for example, the Personal Voluntary Annuity (PVA) Plan, but excluding differentials, bonuses, overtime pay and any other forms of extra compensation.

Before-tax Contributions – The amount(s) you elect to have deposited into your Healthcare and/or your Dependent Care Accounts. These contributions come out of your pay before it is taxed, thereby reducing your taxable income.

Eligible Dependent Care Expenses – Those expenses you incur to provide day care to your eligible dependents so that you and, if you are married, your spouse can work or look for work.

Eligible Dependents

- Healthcare Account – Your spouse and any individuals you claim as a dependent on your federal income tax return – as well as children to age 26, regardless of whether they are dependent upon you – and whether or not they are enrolled in Montefiore's medical or dental plans
- Dependent Care Account – Your children prior to their 13th birthday and/or physically or mentally incapacitated individuals age 13 and older whom you claim as dependents for income tax purposes.

Eligible Healthcare Expenses – Those expenses considered tax deductible by the Internal Revenue Service (IRS).

WageWorks – The Claims Administrator for Flexible Spending Accounts.

Your Flexible Spending Accounts

Two Flexible Spending Accounts are available to you.

- The Healthcare Account is used to pay you for unreimbursed healthcare expenses for you and your eligible family members – i.e., those expenses that you pay out of your own pocket. These may include deductibles, coinsurance, copayments, amounts above reasonable and customary limits, and other unreimbursed medical, dental, vision, and hearing expenses. You cannot use this account to pay for health insurance premiums.
- The Dependent Care Account is designed to help address work and family issues. This account is used to reimburse you for eligible dependent care expenses if that care is necessary so that you can work. If you are married, the care must also allow your spouse to work or attend school on a full-time basis.

Only expenses incurred while you are making contributions to the FSA are eligible for reimbursement.

How Flexible Spending Accounts Save You Money

Assuming the lowest federal income tax bracket, you will save *at least* 22.65% in taxes on your contributions to an FSA. This is because your contributions are not subject to the 7.65% Social Security/Medicare tax or federal income tax of 15% (or more). The higher your federal income tax bracket, the more you will save in taxes. Also, in many states, you will save on state and local income taxes. The following table gives some examples.

	15% TAX BRACKET	**25% TAX BRACKET**	**28% TAX BRACKET**
If You Contribute This Much In One Calendar Year	You Save This Amount in Taxes[1] (assumes savings of 7.65%[2] in SS/Medicare taxes + 15% in federal income taxes)	You Save This Amount in Taxes[1] (assumes savings of 7.65%[2] in SS/Medicare taxes + 25% in federal income taxes)	You Save This Amount in Taxes[1] (assumes savings of 7.65%[2] in SS/Medicare taxes + 28% in federal income taxes)
$130	$29.45	$42.45	$46.35
$500	$113.25	$163.25	$178.25
$1,000	$226.50	$326.50	$356.50
$1,500	$339.75	$489.75	$534.75
$2,000	$453.00	$653.00	$713.00
$2,500	$816.25	$891.25	$1,016.25
$3,000	$679.50	$979.50	$1,069.50
$4,000	$906.00	$1,306.00	$1,426.00
$5,000	$1,132.50	$1,632.50	$1,782.50

[1] Not included are state or local income taxes, if any.

[2] The Social Security tax rate drops to 1.45% for earnings over the Social Security wage base, which for 2015 is $118,500.

Your Contributions

When you enroll, you decide how much, if anything, to contribute to your Flexible Spending Accounts. You will need to make a separate election for each account.

- **Healthcare Account:** You can make an annual contribution from $130 to $2,550.
- **Dependent Care Account:** You can make an annual contribution from $130 to $5,000 ($2,500 if you and your spouse file separate tax returns). If you or your spouse has an annual taxable income of less than $5,000, your contribution would be limited to the lesser of the two incomes. The IRS imposes a $5,000 annual maximum limit for combined family contributions to dependent care accounts.

  If your spouse is either a full-time student or incapable of self-care, your spouse will be considered to have an annual income of $3,000 if you have dependent care expenses for one child, or $6,000 if you have expenses for two children.

Special Rules to Consider

The following rules are important to keep in mind so that you obtain the maximum possible value from Flexible Spending Accounts.

- Once you establish a Healthcare Account, it cannot be canceled or reduced during the year.
- Once your contributions begin, the government will not allow them to be changed during the year unless you experience a qualified change in status. Whatever amount you select for either or both accounts must continue until year-end. Transfer of money between the two accounts is *not* permitted.
- To reduce the possibility of forfeitures, IRS rules permit you to apply eligible expenses incurred through March 15th against any remaining balance in your prior year's Healthcare or Dependent Care Account.
- If you are newly eligible or have a qualified change in status and enroll in a Healthcare and/or Dependent Care Account during the year, only expenses incurred while you are making contributions to the accounts are eligible for reimbursement. You cannot obtain reimbursement for expenses incurred before your account contributions begin or after they stop.
- The IRS requires that any amounts remaining in your account(s) after April 30th of the following year must be forfeited. In return for a significant tax advantage when you use your FSA, the government prohibits Montefiore from returning unused FSA contributions. However, there is a four-month "grace period" that gives you until April 30th of the following year to submit claims for expenses up to your account balance. Keep in mind, however, that even with a small forfeiture you may still come out ahead using the FSA because of the tax savings.

  For example, let's assume you estimate that your out-of-pocket healthcare expenses will total $900 during the year. However, the total of your *actual* out-of-pocket expenses reach only $875. The $25 difference ($900 - $875 = $25) is *forfeited*. To the extent your tax savings are greater than the amount you forfeit, you can still come out ahead.

Discrimination Testing

FSA tax-favored benefits are available only if certain criteria and nondiscrimination tests are met each year. A plan may be deemed discriminatory if qualified benefits are disproportionately received by highly compensated/key participants. If a plan is found to be discriminatory, the amount contributed by highly compensated/key participants is no longer tax-qualified under the plan and must be included in taxable gross income.

Eligible Healthcare Expenses

You can be reimbursed for those healthcare expenses considered tax deductible by the IRS. The IRS does not allow a tax deduction on your federal tax return if you have been reimbursed from your account for the same expenses. Also, you cannot be reimbursed for any expenses that are paid for by any other health plan (including Montefiore's), which covers you or your family.

Subject to IRS rules, eligible healthcare expenses may include:

- Abortion
- Acupuncture performed by a licensed practitioner
- Alcoholism and drug addiction – inpatient treatment at a therapeutic center including meals and lodging at the center during the treatment; transportation to and from local meetings of Alcoholics Anonymous, if medically necessary for treatment of alcoholism
- Ambulance service
- Artificial limbs and teeth
- Bandages
- Birth control pills prescribed by a physician
- Braille books and magazines – the difference in cost of regular printed editions
- Breast reconstruction – following a mastectomy for cancer
- Capital expenses for installation of special equipment or other home improvements to accommodate a disability
- Car hand controls or other special equipment installed for the use of a person with a disability
- Charges which exceed usual, reasonable and customary limits
- Contact lenses for medical reasons and equipment and materials for their use
- Copayments, coinsurance and deductibles
- Cosmetic surgery to improve a congenital abnormality, injury resulting from an accident or trauma, or a disfiguring disease
- Crutches – purchase or rental
- Dental expenses not covered by insurance – X-rays, fillings, orthodontia, extractions, dentures, etc. (but not teeth whitening)
- Diagnostic devices – used in diagnosing and treating illness and disease (i.e., blood sugar testing kit)
- Eyeglasses for medical reasons – lenses, frames, exams, prescribed sunglasses
- Eye surgery to treat defective vision – radial keratotomy, laser surgery
- Fertility enhancement – in vitro fertilization, procedures to reverse sterilization
- Guide dog or other specially trained animal used by a visually or hearing-impaired person
- Hearing aids and batteries
- Hospitalization for medical care – including private room coverage
- Insurance premiums – for policies paid on an after-tax basis
- Laboratory fees

- Lead based paint removal
- Legal fees to authorize treatment for mental illness
- Lifetime care – advance payment to a private institution for lifetime care, treatment, or training of a mentally or physically impaired dependent
- Long Term Care premiums (maximum limits apply) and unreimbursed expenses for qualified long term care services
- Medical conferences – admission and transportation expenses for conferences on chronic illnesses affecting you or your dependents
- Medical information plan – fees paid to a plan maintaining an individual's medical information by computer
- Medical services provided by physicians, surgeons, specialists or other medical practitioners
- Medicines – prescribed and legally obtained drugs and medicines
- Over-the-counter drugs and medications with a doctor's prescription, to treat an illness or injury (e.g., antacids, allergy medicines, pain relievers, and cold medications)
- Over-the-counter medical supplies, to treat an illness or injury (e.g., bandages, contact lens solution, first aid supplies, and reading glasses)
- Nursing home confinement for treatment of illness or injury
- Organ transplants for the donor
- Oxygen to relieve breathing problems caused by a medical condition
- Professional services for care related to a patient's condition provided by an Allergist, Chiropractor, Christian Science Practitioner, Dermatologist, Homeopath, Mid-Wife, Naturopath, Nurse (Registered or Licensed Practical Nurse), Ophthalmologist, Optometrist, Osteopath, Physician, Psychiatrist, Psychologist, Physical, Speech or Occupational Therapist
- Special education – special schooling recommended by a doctor for a specially trained and qualified teacher to work with children with learning disabilities due to physical or mental impairments
- Special home for a mentally retarded individual to adjust from life in a mental hospital to community living, on advice of a psychiatrist
- Sterilization
- Stop-smoking programs
- Surgery – including experimental procedures
- Telephone – special equipment for the hearing impaired
- Television – audio display equipment for the hearing impaired

- Transportation and travel expenses for medical care
- Vaccinations and immunizations
- Vasectomy
- Vitamins, herbal supplements, natural medicines and nutritional supplements recommended for the treatment of a specific medical condition
- Weight loss programs for treatment of a specific disease diagnosed by a physician (i.e., obesity, hypertension or heart disease)
- Wheelchairs for the relief of sickness or disability, and not just to provide transportation to and from work
- Wig – if recommended by a physician for the mental health of a patient who has lost all of his/her hair as a result of disease.
- X-ray fees for medical reasons.

Letter of Medical Necessity

Certain healthcare expenses may require a Letter of Medical Necessity from your provider when you submit claims in order to determine if your expenses qualify for reimbursement.

Products and services that may require a Letter of Medical Necessity (for treatment of a medical condition) are:

- Alternative healers, dietary supplements, drugs, medicines and treatment products
- Braille books and magazines (difference in cost only)
- Breast pump (to compensate for a medical condition)
- Car modifications, Exercise equipment or program, Fitness programs, Health club dues, Home improvements (as treatment for a medical condition diagnosed by a licensed healthcare professional)
- Cord blood storage (for future treatment of a birth defect or known medical condition)
- Dancing lessons
- Dental veneers
- Dietary supplements
- Humidifier, air filter and supplies
- Lodging (essential to receive medical care)
- Massage therapy
- Modified equipment (difference in cost only)
- Nutritional supplements
- Orthopedic shoes and inserts (difference in cost only of specialized orthopedic shoe over like non-specialized shoe)
- Propecia
- Reconstructive surgery (following accident, medical procedure or condition)
- Retin-A (for non-cosmetic purposes)
- Special equipment
- Special foods (gluten-free, salt-free or other for treatment of a medical condition; difference in cost only)
- Special school (for mental and physical disabilities)
- Swimming lessons
- Weight loss counseling, program or drugs.

IRS Publication 502 contains a complete list of healthcare expenses eligible for reimbursement. The publication is available free of charge by calling the IRS at **800.829.3676**. It is also available on the Internet at www.irs.gov/pub/irs-pdf/p502.pdf.

Healthcare Expenses Not Eligible

Expenses *not* eligible for reimbursement include:

- Baby sitting, child care or nursing services incurred in connection with the care of a normal, healthy newborn (even though the care may be required due to the death of the mother during childbirth)
- Contributions to a Health Savings Account (HSA) or Medical Savings Account (MSA)
- Cosmetic surgery, electrolysis/hair removal, hair transplant, hair loss treatment, face lift, teeth whitening or liposuction to improve appearance
- Cost of sending a problem child to a special school for benefits the child may receive from the course of study and disciplinary methods
- Custodial care in an institution
- Expenses reimbursed by a Health Reimbursement Arrangement (HRA)
- Funeral and burial expenses
- Fees for exercise, athletic, health or fitness club dues, exercise equipment
- Household and domestic help – even if recommended by a physician because of an inability to perform household work
- Illegal operations, treatments or controlled substances in violation of federal law
- Insurance premiums for hospitalization or medical care – paid on a before-tax basis or paid by the Medical Center
- Marriage or family counseling
- Maternity clothing or diaper service
- Over-the-counter medications without a doctor’s prescription, vitamins, natural foods, dietary supplements or homeopathic medications to improve for general health or well-being
- Personal use items such as cosmetics or toiletries
- Social activities (i.e., swimming, dancing) – even if recommended by a physician for general health improvement
- Transportation expenses to and from work – even if a physical condition requires special means of transportation
- Vacation or travel – even when taken for general health purposes
- Veterinary fees
- Weight loss programs and diet food items to improve appearance.

Eligible Dependent Care Expenses

Eligible dependent care expenses are those necessary for you to work or look for work. (If you are married, your spouse must also work outside the home, be registered as a full-time student or mentally incapacitated.) You can be reimbursed for care provided for a qualified dependent – i.e., anyone you claim as a dependent on your tax return, including children prior to their 13th birthday and/or physically or mentally incapacitated individuals age 13 and older whom you claim as dependents for federal income tax purposes.

You can be reimbursed for those dependent care expenses considered tax deductible by the IRS. The IRS does not allow a tax deduction on your federal income tax return if you have been reimbursed from your account for the same expenses.

Subject to IRS rules, eligible dependent care expenses include:

- Before-school or after-school care for children under age 13
- Day care services provided in your home
- Day care services provided through an outside source, such as an individual, summer day camp or a day care center (if the center provides day care services for more than six persons, it must comply with all state and local laws).
- Pre-school, Nursery school or similar programs for children below the level of kindergarten.

Dependent Care Expenses Not Eligible

Dependent care expenses *not* eligible for reimbursement include:

- Care provided by someone you claim as a dependent on your federal income tax return, or your child under age 19
- Household services
- Institutional care, such as nursing home services for an elderly parent or grandparent
- Overnight summer camp
- Transportation expenses to get to a day care provider outside of your home or for bringing a provider to your home
- Weekend or “evening out” babysitting.
- In addition, dependent care expenses you prepay in one calendar year for services rendered in the next calendar year are *not* eligible for reimbursement through the Dependent Care Account – even if the expense would have been eligible had it been provided and paid for in the same calendar year.

IRS Publication 503 contains a detailed explanation of eligible and ineligible dependent care expenses. It is available free of charge by calling the IRS at **800.829.3676**. It is also available on the Internet at www.irs.gov/pub/irs-pdf/p503.pdf.

Dependent Care Account Versus the Federal Tax Credit

You are eligible for a credit on your federal income taxes for dependent care expenses similar to those that can be reimbursed through the Dependent Care Account. You cannot use both methods to gain a "double" tax advantage on the same expenses. You can use one or the other; or apply the tax credit to some expenses and use the Dependent Care Account for others. However, maximum expenses for the tax credit calculation ($3,000 for one dependent, $6,000 for two or more dependents beginning in 2003) are reduced dollar for dollar by reimbursements made through the Dependent Care Account.

For example, if you have two children, spend $6,000 a year for childcare and are reimbursed $2,600 from the Dependent Care Account, the maximum tax credit available to you is $3,400 ($6,000 maximum tax credit *minus* $2,600 received from the account). If you received $5,000 from the account, your maximum tax credit would be $1,000.

In some situations, using the Dependent Care Account will produce a greater advantage. In others, the tax credit will be more valuable. Your particular situation will determine which is better for you and you should do a direct comparison.

Annual Limit

The IRS imposes a $5,000 annual maximum, which applies to all Dependent Care Accounts combined. For example, the $5,000 annual maximum would apply if:

- You or your spouse each elect a Dependent Care Account (whether or not you both work for the same employer)
- You change jobs during the year and establish a Dependent Care Account with both employers
- You and your spouse (if married) file a joint tax return
- Your earned income, or if you are married, the lesser of your earned income or that of your spouse, is at least $5,000.

Dependent Care Reporting Requirements

It is important to note that to use the tax credit or the Dependent Care Account you *must report* the name, address and taxpayer identification number of your dependent care provider on Form 2441 which is submitted as part of your individual tax return. If the organization providing care is exempt from paying federal taxes, you are still required to report their name and address.

Claims Reimbursement

WageWorks is the Claims Administrator for Healthcare and Dependent Care Flexible Spending Accounts. WageWorks (www.wageworks.com) provides a variety of ways to access the funds in your accounts, such as:

- WageWorks Healthcare Card – The Healthcare Card may be used to pay for eligible healthcare expenses, such as prescription co-pays or co-pays for visits to your doctor. Simply present your Card to the provider at the time of service. The Healthcare Card will carry your current year account balance.
  - When you use your WageWorks Healthcare Card with an automatic payment machine it is considered a credit card transaction – no PIN number is required. Although it's called a debit card – because funds are deducted directly from your Healthcare Account – you must select the credit button when you swipe your card.
  - Your Healthcare Card will only be accepted at merchants who have a special system designed to work with the Card. The Information Inventory Approval System (IIAS) automatically verifies the eligibility of your purchase at checkout. However, in some situations, for example when you use the Card at a doctor's office or hospital, you may still be required to verify card transactions and submit a receipt along with a Card Use Verification Form to WageWorks. It is extremely important that you save all receipts as the IRS requires 100% verification of all Healthcare Card transactions.
- Pay My Provider – You can generate automatic online payments to your providers with checks drawn directly from your accounts.
- Pay Me Back Claim Forms – Reimburse yourself via check or direct deposit using a Pay Me Back Claim Form. You can fax it to a toll-free number (**877.353.9236**), or mail it in to:

  Claims Administrator
  PO Box 14053
  Lexington, KY 40511

  Be sure to attach copies of all bills, Explanations of Benefits (EOBs), itemized vendor receipts and/or statements to the claim form. Canceled checks and other non-itemized receipts alone will not be accepted.
  - Healthcare attachments must include the name of the patient, the date the service was rendered, the name of the service provider, the type of service(s) and the amount charged.
  - Dependent Care attachments must include the name, address and taxpayer identification number of your dependent care provider, the name of the eligible dependent, the date the services were rendered, the type of service(s) and the amount charged.

If you request reimbursement of an amount greater than your:

- Healthcare Account balance – and your claim is accepted – it will be paid in full – up to the amount you have agreed to contribute for the year less amounts already paid to you during the year.
- Dependent Care Account balance – and your claim is accepted – you will be paid only up to the amount in your account at that time. However, eligible expenses above the amount in your account will be paid upon receipt of additional contributions up to the maximum amount you elected prior to the beginning of the Plan year provided you file another claim.

If you have a change in status and increase contributions to an existing account, expenses incurred prior to the status change that exceed the original amount of your election are not eligible for reimbursement.

You should retain any receipts associated with eligible healthcare or dependent care expenses, as WageWorks may periodically ask for documentation of expenses to comply with IRS audit requirements.

If you submit claims to your FSA for a qualified same sex domestic partner, WageWorks may require you to submit a copy of your federal income tax return. If the individual does not qualify as your dependent for federal income tax purposes, expenses are not eligible for reimbursement through an FSA.

Other Important Information

If You Leave Montefiore

Healthcare Account – COBRA Continuation

If you leave Montefiore, you can continue to submit claims for expenses incurred through the date you terminate (up to the amount you have agreed to contribute for that year, less amounts already paid to you).

You can also elect to continue contributions to your Healthcare Account on an *after-tax* basis. If you do, you can continue to submit claims through that account for eligible expenses incurred from the date you terminate until the end of that calendar year.

Any unused balance remaining in your account after all claims have been submitted will be forfeited.

Dependent Care Account

If you leave Montefiore, all contributions to your Dependent Care Account stop. However, you can continue to submit claims for expenses incurred through the date you terminate – up to the balance remaining in your Dependent Care Account.

In Case of Your Death

Healthcare Account

If you die with a Healthcare Account balance, your surviving spouse or qualified domestic partner – or the administrator of your estate – can continue to submit claims for expenses incurred through the date of your death – up to the amount you have agreed to contribute for that year, less any amounts already paid to you.

Your spouse or qualified domestic partner may also elect to continue contributions to your Healthcare Account on an after-tax basis and submit reimbursement requests for eligible expenses incurred that calendar year.

Dependent Care Account

If you die with a Dependent Care Account balance, your surviving spouse or qualified domestic partner or the administrator of your estate can continue to submit claims for expenses incurred through the date of your death – up to the amount you contributed prior to your death, less any amounts already paid to you.

Life Insurance

Life Insurance is designed to pay a benefit to your beneficiary if you die from any cause while coverage is in effect. This benefit provides protection all during your active career with Montefiore, as long as you remain eligible.

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Glossary of Key Terms

Annual Base Salary – Your annual base rate of pay including any tax-deferred contributions you make to a qualified or non-qualified plan sponsored by Montefiore, for example, the Personal Voluntary Annuity (PVA) Plan, but excluding differentials, bonuses, overtime pay and any other forms of extra compensation.

Beneficiary – The person or persons you name to receive your Life Insurance benefits. You may name anyone as your beneficiary and can change your choice at any time and for any reason. Your primary beneficiary is the individual who will receive your Life Insurance benefit if you die. Your contingent beneficiary receives your Life Insurance benefit in the event your primary beneficiary dies before receiving benefits. If you name more than one primary or contingent beneficiary, they will share the benefit equally, unless you designate otherwise.

Imputed Income – The IRS assigns a value to the premium of any Montefiore-provided Basic Life Insurance coverage over $50,000. This premium value (determined by IRS tables) is called imputed income and added to your taxable income on your W-2 Form.

Total Disability – An illness, injury or pregnancy lasting at least six months that prevents you from performing the material duties of any job for which you are or could reasonably become qualified based on your training, education or experience.

Your Life Insurance Options

You select the level of life insurance that's most appropriate for your needs from the following options:

- Basic Life Insurance

  and

- Supplemental Life Insurance.

Basic Life Insurance

You can elect:

- 1 times your annual base salary, up to a maximum of $250,000
- $50,000 (Opt Down Only)
- No Coverage.

Montefiore provides Basic Life Insurance equal to one times your annual base salary up to $250,000 – at no cost to you after you complete one year at Montefiore. If your annual base salary is greater than $50,000, you can opt down to $50,000 to avoid imputed income.

Imputed Income

As required by the IRS, the premium value of any Montefiore-provided Basic Life Insurance coverage over $50,000 is subject to imputed income. This value – determined by IRS tables based on your age and the amount of coverage over $50,000 – is added to your taxable income on your W-2 Form. Montefiore is required by federal law to withhold FICA taxes on this imputed income each pay period. The overall tax impact is relatively small compared to the additional protection your life insurance coverage provides.

Supplemental Life Insurance

In addition to your Basic Life Insurance, you can elect Supplemental Life Insurance coverage from one to seven times your annual base salary, up to maximum of $750,000 *or* elect no coverage. The minimum benefit allowed under this coverage is $20,000.

Supplemental Life Insurance premiums are based on your age, whether you are a smoker or non-smoker and the amount of coverage you elect. A non-smoker is someone who has not smoked cigarettes or cigars; or used pipe tobacco or chewing tobacco during the 12 months prior to electing coverage.

Evidence of Insurability (EOI)

In some cases, Evidence of Insurability (EOI) must be submitted to the insurance company before coverage can take effect.

- Evidence of insurability will be required if you make any of the following changes:
  - *Basic Life Insurance:*
    - If you previously elected $50k coverage and elect one times your annual base salary
  - *Supplemental Life Insurance:*
    - If you previously elected one or two times your annual base salary and wish to increase your coverage by any multiple.
    - You previously waived coverage and wish to elect Supplemental Life Insurance during an Annual Benefits Election Period.
    - Your current Supplemental Life Insurance is equal to or greater than three times your annual base salary and you wish to increase your coverage.
- Evidence of insurability is ***not*** required in the following situations:
  - You previously waived coverage and wish to elect Basic Life Insurance during an Annual Benefits Election Period.
  - Your coverage increases because your salary or the maximum increases.

If your election requires EOI, coverage and contributions won't begin until you receive written approval from the insurance company.

If Your Annual Base Salary Changes

Your Life Insurance will change (subject to certain maximums) on the day your annual base salary changes – if you are actively at work on that day. Otherwise, any change in Life Insurance will become effective on the day you return to active employment and work your regularly scheduled hours.

Payment of Benefits

The full amount of your Life Insurance is paid to your named beneficiary if you die from any cause. Payment can be made in a lump sum or installments – whatever arrangement your beneficiary makes with the insurance company.

If you do not have a designated beneficiary at the time of your death, or if your beneficiary dies before you, your insurance will be paid in a lump sum to the survivors listed below, subject to approval by the State Insurance Department of New York, in the following order of priority:

1. Spouse or domestic partner, if any, otherwise
2. Divided equally among your child(ren), if any, otherwise
3. Divided equally between your parent(s), if any, otherwise
4. Divided equally between your sibling(s), if any, otherwise
5. Your estate, if you have no surviving family members, as indicated above.

Accelerated Benefit

Your Life Insurance coverage includes an “accelerated benefit.” This feature permits you to request payment of up to 75% of your Basic *and/or* Supplemental Life Insurance ($187,500 maximum payment for each line of coverage; $350,000 combined) if you have a terminal illness with a life expectancy of 12 months or less. The benefit paid to your beneficiary upon your death will be reduced by the full amount of the accelerated benefit you receive.

For example, assume you have $100,000 of Life Insurance and request and receive an accelerated benefit of $75,000. Following your death, your beneficiary will receive $25,000.

The accelerated benefit you receive is currently not subject to tax.

If You Become Disabled

If you are an active associate and become totally disabled before age 70, the full amount of your Life Insurance will continue in effect at no cost to you for as long as you remain disabled – up to the date you reach age 70 – provided you submit periodic proof of your continuing disability to the insurance company. The insurance company has the right to request that a physician of their choice examine you. When Life Insurance stops, you can convert coverage by applying for an individual policy and paying the required premium.

If You Work Past Age 70

If you work past age 70, your Life Insurance will continue – but your coverage amount will gradually reduce as shown in the following table. Each change in coverage will take place on the January 1 coinciding with or next following the date you reach the ages shown below.

Age	Percentage of Age 69 Coverage That Continues
70	90%
71	81%
72	73%
73	66%
74	60%
75 – 79	39%
80 and older	27%

Claiming Benefits

In case of your death, your beneficiary should contact Montefiore's HR-Benefits Office for help in completing the appropriate forms. All claims must be submitted as soon as reasonably possible, but no later than two years after the insured individual's death. No benefits can be paid until the forms and necessary proof of loss have been submitted to the insurance company. The insurance company will make all decisions with respect to the payment of benefits.

Other Important Information

Termination of Coverage

Life Insurance coverage stops on the date:

- The group policy is terminated
- You are no longer eligible
- You fail to make any required contributions
- You leave Montefiore for any reason, except total disability.

Extension of Coverage

Your Life Insurance coverage continues under the following circumstances:

- While you are receiving your full salary from Montefiore including sick pay (any required contributions will be deducted from your pay)
- When you are unable to work because of a sickness, injury or pregnancy while you are kept on Montefiore's payroll (any required contributions will be deducted from your pay; if your pay is insufficient, you must arrange to prepay any required contributions)
- During the first month of an approved, unpaid personal leave of absence, military leave or while on temporary layoff (if the leave is longer than one month you must prepay the full premium from the first day of the leave)
- If you are eligible for and take an approved sabbatical, Life Insurance coverage will continue for up to one year if:
  - you continue to have the required contributions deducted from your pay while you are on sabbatical
  - you send in a monthly payment on an after-tax basis

    or

  - you prepay the required contributions (before-tax).

  If you do not elect to continue Life Insurance coverage while on sabbatical and return to Montefiore, you will be required to provide satisfactory evidence of insurability at your own expense before Life Insurance coverage will begin again.

Conversion Privilege

If Life Insurance coverage ends, you can convert all or part of it to an individual group term life insurance policy without having to provide EOI to the insurance company. To convert your coverage, your completed conversion application and payment for the first quarter's premiums must be mailed to the insurance company and postmarked within 31 days after coverage ends.

If you die during the 31-day conversion period – whether or not you had applied for an individual policy – your beneficiary will receive the amount of Life Insurance you had the right to convert if you were otherwise eligible.

If your Life Insurance is reduced – either due to your age or your retirement – you can convert the difference between the full amount of your Life Insurance and the amount in effect after the reduction to an individual policy.

Assignment of Life Insurance

Any assignment of your Life Insurance must be reviewed by the insurance carrier prior to approval. You cannot later revoke the assignment. The person to whom you assign your insurance has the absolute and continuing right to name future beneficiaries. However, the person you named as your beneficiary before assigning the policy will continue as beneficiary unless the person to whom you assign the policy chooses someone else.

You cannot assign ownership of your Life Insurance to provide collateral for a loan.

Accidental Death and Dismemberment (AD&D) Insurance

Accidental Death and Dismemberment (AD&D) Insurance pays a benefit:

- To *you*, if you lose a limb, sight, speech, hearing or suffer paralysis or a coma

  or

- To your beneficiary, if you die

. . . as the result of a covered accident.

In case of your accidental death, AD&D benefits are paid in addition to your Life Insurance benefits.

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Annual Base Salary – Your annual base rate of pay including any tax-deferred contributions you make to a qualified or non-qualified plan sponsored by Montefiore, for example, the Personal Voluntary Annuity (PVA) Plan, but excluding differentials, bonuses, overtime pay and any other forms of extra compensation.

Beneficiary – The person or persons who you name to receive your Accidental Death and Dismemberment (AD&D) benefits. You may name anyone as your beneficiary and can change your choice at any time and for any reason. Your primary beneficiary is the individual who will receive your AD&D benefit if you die. Your contingent beneficiary receives your AD&D benefit in the event your primary beneficiary dies before receiving benefits. If you name more than one primary or contingent beneficiary, they will share the benefit equally, unless you designate otherwise.

Covered Accident – A covered loss that occurs as a result of a sudden, unexpected, specific and abrupt event at an identifiable time and place.

Total Disability – An illness, injury or pregnancy lasting at least six months that prevents you from performing the material duties of any job for which you are or could reasonably become qualified based on your training, education or experience.

Your AD&D Options

You select the level of Accidental Death & Dismemberment (AD&D) Insurance that's most appropriate for your needs from the following options:

- Basic AD&D Insurance

  and

- Optional AD&D Insurance.

Basic AD&D Insurance

You can elect:

- 1 times salary, up to a maximum of $250,000

  or

- No Coverage.

Montefiore provides Basic AD&D Insurance equal to one times your annual base salary up to $250,000 – at no cost to you after you complete one year at Montefiore.

Optional AD&D Insurance

In addition to your Basic AD&D Insurance, you can elect Optional AD&D Insurance coverage from one to seven times your annual base salary (subject to certain maximums) *or* elect no coverage. Optional AD&D Insurance is *only* available if you elect Basic AD&D Insurance.

Optional AD&D Insurance	Your Basic (1 times salary) and Optional AD&D Insurance
1 times salary	2 times salary ($500,000 maximum)
2 times salary	3 times salary ($750,000 maximum)
3 times salary	4 times salary ($1,000,000 maximum)
4 times salary	5 times salary ($1,000,000 maximum)
5 times salary	6 times salary ($1,000,000 maximum)
6 times salary	7 times salary ($1,000,000 maximum)
7 times salary	8 times salary ($1,000,000 maximum)

If Your Annual Base Salary Changes

Your AD&D coverage will change (subject to certain maximums) on the day your annual base salary changes – if you are actively at work on that day. Otherwise, any change in AD&D coverage will become effective on the day you return to active employment and work your regularly scheduled hours.

Payment of Benefits

The *full* amount of your AD&D Insurance will be paid to your beneficiary if you die as the result of and within 365 days after a covered accident. Payment will be made in one lump sum.

If you lose a limb, sight, speech, hearing or suffer paralysis as the result of and within 365 days of a covered accident, you will receive a percentage of your AD&D coverage as follows.

If You Lose:	You Receive:
Both hands, both feet and/or sight of both eyes	100% of your AD&D Insurance
Quadriplegia	100% of your AD&D Insurance
One hand and one foot	100% of your AD&D Insurance
One hand or one foot and sight of one eye	100% of your AD&D Insurance
Loss of speech and hearing	100% of your AD&D Insurance
One hand or one foot or sight of one eye	50% of your AD&D Insurance
Paraplegia or Hemiplegia	50% of your AD&D Insurance
Loss of speech or hearing	50% of your AD&D Insurance
Loss of thumb and index finger or all four fingers of the same hand or all toes of the same foot	25% of your AD&D Insurance
Uniplegia	25% of your AD&D Insurance

For payment of benefits:

- *Loss of hand or foot* – means severance through or above the wrist or ankle
- *Loss of eyesight* – means entire and irrecoverable loss.
- *Loss of hearing* – means the entire and irrecoverable loss of hearing in both ears
- *Loss of speech* – means the entire and irrecoverable loss of speech.
- *Loss of thumb and index finger* – means the complete severance through or above the metacarpophalangeal joint.
- *Plegia*- means permanent, complete and irreversible paralysis of one or more limbs which must continue for twelve consecutive months.

No more than 100% of your coverage will be paid for all losses resulting from one accident.

If you do not have a designated beneficiary at the time of your death, or if your beneficiary dies before you, your AD&D Insurance will be paid in a lump sum to the survivors listed below, subject to approval by the State Insurance Department of New York, in the following order of priority:

- Spouse or domestic partner, if any, otherwise
- Divided equally among your child(ren), if any, otherwise
- Divided equally between your parent(s), if any, otherwise
- Divided equally between your sibling(s), if any, otherwise
- Your estate, if you have no surviving family members, as indicated above.

Additional AD&D Benefits

In addition to the amount payable for your loss, the Plan may pay the following AD&D benefits.

Home Alteration and Vehicle Modification Benefit

If you sustain an injury resulting in a covered loss that requires a wheelchair on a permanent basis, you may be eligible for an additional Home Alteration and/or Vehicle Modification benefit equal to the lesser of:

- the actual onetime cost
- 10% of the Principal Sum

  or

- $10,000.

Rehabilitation Benefit

If you sustain an injury resulting in a covered loss that requires Rehabilitation Training for an occupation that you would not have engaged in except for the injury, you may be eligible for an additional benefit equal to the lesser of:

- the actual cost of Rehabilitation Training
- 10% of the Principal Sum

  or

- $10,000.

Seat Belt/Air Bag Benefit

Your beneficiary may be eligible for an additional benefit if you were the driver or passenger in a car involved in an accident resulting in your death, you were wearing a seat belt, and you were in a seat designed to be protected by an airbag. This benefit equals the lesser of:

- 10% of your Basic AD&D Insurance

  or

- $10,000.

Travel Assistance Services

If you are traveling 100 or more miles away from your home you will be eligible to access travel assistance and informational services including pre-trip information. Travel Assistance includes unlimited benefits for emergency medical evacuation and repatriation.

If You Work Past Age 70

If you work past age 70, your AD&D Insurance will continue but your coverage amount will gradually reduce, as shown in the following table. Each change in coverage will take place on the January 1 coinciding with or next following the date you reach the ages shown below. Coverage reductions are the same as for Life Insurance.

Age	Percentage of Age 69 Coverage That Continues
70	90%
71	81%
72	73%
73	66%
74	60%
75 – 79	39%
80 and older	27%

Exclusions

AD&D benefits are *not payable* for any loss caused by, contributed to, or resulting from:

- Illness or disease; medical or surgical treatment of illness or disease; or complications following the surgical treatment of illness or disease
- Suicide or any attempt at suicide or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury
- War or any act of war, declared or undeclared
- Involvement in any type of active military service, except when participating in the Reserve or National Guard for less than sixty days on inactive duty status in such activities as attending regularly scheduled or routine training, attending Service School, taking part in any other authorized inactive duty training, parade, or exhibition, as well as traveling to and from each activity
- Riding in or getting into or out of:
  - Any conveyance used for tests, experimental purposes, or in a race or speed test
  - Any aircraft engaged in specialized aviation activity (as defined in the policy)

- Riding in, getting into or out of any aircraft ***unless***:
  (a) you are a passenger (not a pilot or crew member) in a tested and approved civilian aircraft being operated as a passenger transport in compliance with the then current rules of the authority having jurisdiction over its operation

  and

  (b) the aircraft is not owned, leased, controlled or operated by or on behalf of Montefiore, you, or any other insured person, a member of your or any other insured person's household, or any other employer of the associate, unless a specific written agreement has been obtained from the insurance company
- Participation in the commission or attempted commission of a felony
- The deliberate ingestion of a poison, fume, noxious chemical substance; or the use of a prescription drug unless taken as prescribed by a physician; or a non-prescription drug unless taken in accordance with its directions.

Claiming Benefits

To claim AD&D benefits you, in case of dismemberment, or your beneficiary, in case of your death, should contact Montefiore's HR-Benefits Office. They will help you or your beneficiary complete the appropriate forms. Benefits cannot be paid until the forms and necessary proof of loss have been submitted to the insurance company. All claims must be filed within 90 days after a loss – or as soon thereafter as is reasonably possible.

Other Important Information

Termination of Coverage

AD&D Insurance stops on the date:

- The group policy is terminated
- You are no longer eligible
- You fail to make any required contribution
- You leave Montefiore for any reason including retirement.

Basic AD&D coverage also stops if you become totally disabled, even if you qualify for continuing Life Insurance. Basic AD&D Insurance cannot be converted to individual coverage.

You can port your Optional AD&D Insurance (up to a maximum of $250,000) but, you must apply for portability and pay the first premium within 31 days after your coverage ends.

In the event of your accidental death or injury during the 31-day conversion period – whether or not you had applied for portability – you or your beneficiary will receive the amount of Optional AD&D Insurance you had the right to port.

Eligibility for portability ends at age 70.

Business Travel Accident Insurance (BTA)

This Plan pays a benefit:

- To your beneficiary, if you die

  or

- To you, if you lose sight, limb, speech or hearing

… as the result of a covered accident while traveling on Montefiore business.

BTA Insurance is paid in addition to your Life and Accidental Death and Dismemberment (AD&D) Insurance benefits.

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Glossary of Key Terms

Business Trip – Means that you are on assignment by or working at the direction of Montefiore on Montefiore business. A business trip begins when you leave your home or regular place of employment (whichever occurs last) to begin the business trip and ends when you return home or to Montefiore – whichever is first.

Coverage Amounts

Montefiore provides BTA Insurance equal to four times your annual base salary (minimum $100,000/maximum $1,000,000) at no cost to you.

Payment of Benefits

BTA Insurance is paid if you die or lose sight or a limb as the result of and within 365 days of a covered accident while on a business trip provided the loss:

- Is caused solely and directly by accidental bodily injury
- Occurs independently of other causes

  and

- Occurs while you are covered under this Plan.

The *full* amount of your BTA Insurance is paid to your beneficiary in a lump sum if you die as a result of and within 365 days of a covered accident.

If you lose sight or a limb as the result of and within 365 days of a covered accident, you will receive a percentage of your BTA Insurance, as follows.

If you lose:	You receive:
Both hands, both feet or sight of both eyes	100% of your BTA Insurance
One hand and one foot	100% of your BTA Insurance
Speech and hearing	100% of your BTA Insurance
One hand or one foot and sight of one eye	100% of your BTA Insurance
One hand or one foot or sight of one eye	50% of your BTA Insurance
Speech or hearing	50% of your BTA Insurance
Thumb and index finger of same hand	25% of your BTA Insurance

For payment of benefits:

- *Loss of hand or foot* – means severance through or above the wrist or ankle
- *Loss of eyesight* – means entire and irrecoverable loss
- *Loss of hearing* – means entire and irrecoverable loss of hearing in both ears
- *Loss of speech* – means entire and irrecoverable loss of speech
- *Loss of thumb and index finger* – means the complete severance through or above the metacarpophalangeal joint.

No more than 100% of your coverage will be paid for all losses resulting from one accident. BTA Insurance benefits are paid *in addition* to your Life and AD&D Insurance benefits.

If you do not have a designated beneficiary at the time of your death, or if your beneficiary dies before you, your BTA Insurance will be paid in a lump sum to the survivors listed below, subject to approval by the State Insurance Department of New York, in the following order of priority:

- Spouse or domestic partner, if any, otherwise
- Divided equally among your child(ren), if any, otherwise
- Divided equally between your parent(s), if any, otherwise
- Divided equally between your sibling(s), if any, otherwise
- Your estate, if you have no surviving family members, as indicated above.

Exclusions

BTA Insurance will not pay benefits for losses caused by:

- Accidents that occur at any time other than while on a business trip (for example, while on vacation, layoff, leave of absence, disability absence, unpaid sabbatical and commuting to and from work)
- A sickness or pregnancy existing at the time of the accident
- Flying in any aircraft owned or operated by Montefiore
- Injury sustained as a result of riding as a passenger, pilot, operator or member of the crew of any vehicle or device for aerial navigation
- Suicide, attempted suicide or intentionally self-inflicted injuries
- War or act of war, whether declared or undeclared, whether civil or international and any substantial armed conflict with organized forces of a military nature
- Your participation in a crime
- Your alcoholism or drug addiction.

Claiming Benefits

Your beneficiary or you in case of dismemberment should contact Montefiore's HR-Benefits Office immediately after a loss. Claim forms and other assistance will be provided. Proof of loss must be provided within 90 days after the loss or as soon as possible thereafter if proof cannot reasonably be provided within the 90-day period. Claims not filed within these time limits will be denied and no benefits will be paid.

Termination of Coverage

BTA Insurance stops when the first of the following occurs:

- The group policy is terminated
- You are no longer eligible for the plan
- The end of the period for which your premium has been paid

  or

- Your employment with Montefiore terminates for any reason.

BTA Insurance also stops if you go on an unpaid sabbatical, a paid or unpaid leave of absence, while you are absent from work due to an illness or injury and while you are on vacation. Coverage will resume again once you return to active employment and work your regularly scheduled hours.

BTA Insurance cannot be converted to individual coverage.

Dependent Life Insurance

Dependent Life Insurance offers life insurance coverage for your spouse or qualified domestic partner and eligible children. You can decline coverage if you wish – or choose up to $20,000 of coverage for your spouse and up to $10,000 for each of your eligible children (with certain limitations).

You pay the full cost of this coverage on an after-tax basis.

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Glossary of Key Terms

Dependent Child – An unmarried dependent child of you, your spouse, or qualified domestic partner whom you can cover through December 31 of the year the child reaches age 19 – age 25, if a full-time student – or a child who is disabled prior to that age. Stepchildren, legally adopted children, and children for whom you are legal guardian are also eligible for coverage, as long as they meet the age, dependency and student requirements.

Qualified Domestic Partner – An individual of the same sex with whom you reside, provided you and that individual:

- Are registered as domestic partners in accordance with the highest form of legally recognized relationship available in your state of legal residence. Proof of marriage in a state other than the one in which the couple resides will also be accepted.
- Are unable to marry because of laws prohibiting marriage to persons of the same sex in the state of your legal residence and:
  - Are of the age of consent in your state of legal residence and competent to enter into a contract
  - Are not so closely related that marriage would otherwise be prohibited
  - Are not legally married to any other person
  - Are the sole domestic partners of each other
  - Live together, share the common necessities of life and are responsible for each other's common welfare, including financial interdependence.

  You must file an "Affidavit of Domestic Partnership" with Montefiore's HR-Benefits Office and submit documentation to establish eligibility. The affidavit is available from Montefiore's HR-Benefits Office or on the Benefits Website at www.mymontebenefits.com.

Spouse – The individual to whom you are legally married according to civil or common law in your state of residence.

Your Dependent Life Insurance Options

You have two options or you can elect no coverage. Each option is a package – whether you are covering just your spouse or qualified domestic partner, or only a child – the option premium is the same. You are the beneficiary for whatever coverage you elect. If you elect coverage, you can choose:

- $10,000 of coverage for your spouse or qualified domestic partner; $5,000 for each of your eligible children

  or

- $20,000 of coverage for your spouse or qualified domestic partner; $10,000 for each of your eligible children.

Your Basic Life Insurance impacts how much Dependent Life Insurance you can choose, as follows:

- Your spouse's or qualified domestic partner's coverage cannot be greater than 50% of your life insurance coverage

  and

- Coverage for each child cannot exceed 33⅓% of your life insurance coverage.

For example, if you earn $30,000 and choose Basic Life Insurance of one times annual base salary, or $30,000 in coverage), you would be able to elect $10,000/$5,000 Dependent Life Insurance, but not $20,000/$10,000. This is because the $20,000 coverage is more than 50% of your Basic Life Insurance coverage amount. If you waive Basic Life Insurance coverage, you are not eligible to elect Dependent Life Insurance.

Evidence of Insurability (EOI)

If you enroll your eligible family members for Dependent Life Insurance within 31 days after they *first* become eligible, Evidence of Insurability (EOI) is *not* required. You will be required to provide satisfactory evidence of your dependents' insurability to the insurance company if you:

- enroll your dependents more than 31 days after they first become eligible – even if you enroll during the fall annual election period

  or

- change your election from $10,000/$5,000 to $20,000/$10,000.

This proof must be provided at your own expense. The change (electing coverage or increasing it) will not go into effect until you receive written notification from the insurance company that your coverage has been approved.

How Benefits Are Paid

In the event of the death of a covered family member, Dependent Life Insurance is paid to you in a lump sum.

Claiming Benefits

If an insured family member dies, you should contact Montefiore's HR-Benefits Office for assistance in completing the appropriate forms. No benefits can be paid until the forms and necessary proof of loss have been submitted to the insurance company.

Other Important Information

Termination of Coverage

Dependent Life Insurance coverage stops:

- On the date your Life Insurance ends for any reason
- On the date the group policy terminates
- The last day of the payroll period in which you stop your contributions.

Coverage for your	Stops at the end of the calendar	
• spouse or qualified domestic partner	month	in which they no longer qualify as eligible family members
• dependent children	year	

If You Go on a Leave of Absence or Sabbatical

If you go on a leave of absence – or if you are eligible for and take an approved sabbatical – Dependent Life Insurance coverage will continue if:

- you continue to have contributions deducted from your pay while you are on leave or sabbatical

  or

- you pre-pay the required contributions.

If you do not elect to continue Dependent Life Insurance coverage while on a leave or sabbatical and return to work for Montefiore, you will be required to provide satisfactory evidence of insurability for each family member you wish to enroll before coverage will begin again.

Conversion Privilege

If Dependent Life Insurance coverage ends for any reason – except your failure to make the required contributions – your family members can convert all or part of their coverage to an individual policy without having to provide evidence of insurability to the insurance company. To convert coverage, they must apply for conversion and pay the first premium within 31 days after coverage stops.

If your dependent dies during the 31-day conversion period – whether or not you had applied for an individual policy – you will receive the amount of Dependent Life Insurance you had the right to convert.

Group Legal Services

This coverage helps pay all or part of the costs for a wide range of personal legal services for you and your covered family members. If you use an in-network lawyer, full payment is provided for many services while a scheduled amount applies to others. You can choose any lawyer you want although a greater portion of your cost is generally paid if you use the services of an in-network lawyer.

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Glossary of Key Terms

In-network Lawyer (Plan Attorney) – is a lawyer – within a network established by Hyatt Legal Plans – who has agreed to accept the Plan's benefit as payment *in full* for covered legal services. Services that are not covered in full are paid according to a fee schedule.

Your Group Legal Services Options

You can elect to cover yourself alone *or* you and your eligible family members *or* elect no coverage.

Making Use of the Service

To use the Legal Plan, call Hyatt Legal Plans' Client Service Center at **800.821.6400** between 8 a.m. and 8 p.m., Monday through Friday. The Client Service Representative who answers your call will:

- verify your eligibility for services
- make an initial determination of whether and to what extent your case is covered (the Plan Attorney will make the final determination of coverage)
- give you an authorization number which is similar to a claim number (you will need a new authorization number for each new case you have)
- give you the telephone number of the Plan Attorney most convenient to you

  and

- answer any questions you have about the Legal Plan.

You then call the Plan Attorney to schedule an appointment at a time convenient to you.

You may also access the Plan through Hyatt's Web Site: www.legalplans.com. You will be prompted for a password – type in 3700010 for family coverage or 3710010 for single coverage. If you are enrolled, you may obtain your own authorization number by inserting your Social Security Number.

If you choose, you may select your own attorney. In areas where there are no participating law firms, you will be asked to select your own attorney. In both of these circumstances, Hyatt Legal Plans will reimburse you for these non-plan attorneys' fees in accordance with a set fee schedule.

Please contact Hyatt Legal Plans *prior* to contacting any attorney.

Covered Services

The following personal legal services are *fully* paid for by the Plan when you see a Plan Attorney. There are no limits on the number of times you may use the Plan, and there are no dollar limits on your use of a Plan Attorney for the following services:

- Wills and Estate Planning
  - Living Wills
  - Powers of Attorney
  - Wills and Codicils
  - Trusts
- Traffic Matters
  - Traffic Defense, excluding “Driving Under the Influence” (DUI)
  - Driving Privileges Restoration
- Real Estate Matters
  - Eviction Defense
  - Tenant Negotiations
  - Sale or Purchase of Home
- Consumer Protection
  - Small Claims Assistance
- Debt Matters
  - Debt Collection Defense
  - Personal Bankruptcy
  - Identity Theft
- Defense of Civil Lawsuit
  - Administrative Hearings
  - Civil Litigation Defense
- Document Preparation
  - Affidavits
  - Deeds
  - Mortgages
  - Notes
- Document Review
  - Any personal legal document
- Family Law
  - Prenuptial Agreements
  - Name Change
  - Uncontested Adoption
  - Uncontested Guardianship
- Juvenile Matters
  - Juvenile Court Defense (Dependent Only)
- Personal Injury
  - Personal injury matters at a maximum fee of 25% of the gross award
- Probate
  - Probate matters at a fee 10% less than the prevailing fee

Unlimited Telephone Advice and Office Consultation

Telephone advice or office consultation is available for any legal service, except those specifically listed as excluded.

The following fee schedule describes the maximum amounts that Hyatt Legal Plans will reimburse you for covered legal services provided to you by an attorney not on their panel. Only one fee category per case type applies to each matter – i.e., the one that best describes the services that were provided. The Legal Plan provides only for the following personal legal matters listed. If you or your attorney has any questions regarding coverage or exclusions, please call **800.821.6400** and speak with a Client Service Representative.

CASE TYPE	**The Plan will Pay Up to a Maximum of:**
ADVICE AND CONSULTATION	
Office Consultation and Telephone Advice (If no further covered services are provided)	$50
CONSUMER PROTECTION	
Plaintiff Consumer/Consumer Protection Matters (Excludes disputes over real estate, construction or insurance. Disputed amount exceeds small claims limit and is evidenced by writing)	
• Correspondence & Negotiation	$150
• Filing of Suit, Ending in Settlement	$350
• Filing of Suit, Ending in Judgment	$750
• Plus Trial Supplement*	$10,000
DEBT MATTERS	
Debt Collection Defense (Excludes defense of matters arising from divorce or post-decree actions. Includes repossession and garnishment)	
• Negotiation and Settlement	$250
• Trial	$1,000
• Plus Trial Supplement*	$10,000
DEFENSE OF CIVIL LAWSUITS	
Administrative Hearing and Incompetency Defense (Excludes defense of matters arising from divorce or post-decree actions)	
• Negotiation and Settlement	$200
• Trial	$750
• Plus Trial Supplement*	$10,000
Civil Litigation Defense (Excludes defense of matters arising from divorce or post-decree actions)	
• Negotiation and Settlement	$350
• Trial	$1,500
• Plus Trial Supplement*	$10,000
DOCUMENT PREPARATION	
• Affidavits	$75
• Deeds	$60
• Document Review	$50
• Mortgages/Deeds of Trusts	$50
• Notes	$60

CASE TYPE	The Plan will Pay Up to a Maximum of:
FAMILY LAW	
Name change	$250
Uncontested Adoption	$400
Uncontested Guardianship/Conservatorship	$300
REAL ESTATE MATTERS	
Eviction and Tenant Problems (Tenant only)	
• Correspondence and Negotiations	$100
• Eviction Trial Defense	$275
• Plus Trial Supplement*	$10,000
Sale and/or Purchase of Primary Residence Only (Applies only to attorney who represents the Plan member, not the attorney representing the lending institution)	$425
TRAFFIC AND CRIMINAL MATTERS	
Juvenile Court Defense	
• Negotiation and Settlement	$300
• Trial	$600
• Plus Trial Supplement*	$10,000
Driving Privileges/Restoration of Suspended License	$250
Traffic Ticket Defense (No DUI)	
• Negotiated Plea	$150
• Trial	$180
• Plus Trial Supplement*	$10,000
WILLS AND ESTATE PLANNING	
Living Wills	
• Individual	$35
• Member and Spouse	$50
Powers of Attorney	
• Individual	$65
• Member and Spouse	$75
Wills and Codicils	
• Individual	$135
• Member and Spouse	$160
* Trial Supplement – In addition to fees indicated for trials, the Plan will pay one half of the attorney's hourly rate for representation in trial beyond the second day of trial for a maximum of $800 per day up to $10,000 total trial supplement maximum.	

Exclusions

Certain matters are excluded from coverage under the Legal Plan. No services, not even a consultation, can be provided for the following matters:

- payment made to a third party such as costs, witness fees, filing fees or fines
- appeals or class actions
- business, farm, patent or copyright matters
- matters for which you are or have been receiving legal services before you received an Authorization Number
- matters or disputes involving Montefiore, Hyatt Legal Plans, MetLife or a Plan Attorney
- matters concerning employment including Montefiore and statutory benefits
- divorce
- the settlement of estates.

Other Important Information

When Coverage Ends

Coverage stops for you and your family members if you cease to be an eligible associate, you discontinue your contributions or the Plan itself is terminated. Coverage for your family members also stops when they no longer meet the age and dependency requirements.

If you cease to be eligible to participate in the Plan or your employment with Montefiore ends, the Plan will cover the legal fees for those covered services that were opened and pending during the period you were enrolled in the plan. New matters may not be started after you become ineligible.

If You Go on a Leave of Absence or Sabbatical

If you go on an approved leave of absence – or if you are eligible for and take an approved sabbatical – Group Legal Services coverage will continue – if:

- you continue to have the required contributions deducted from your pay while you are on leave or sabbatical

  or

- you prepay the required contributions.

ERISA Additional Information

This section contains information about how the plans are administered and your rights as a participant as defined under the Employee Retirement Income Security Act of 1974 (ERISA). Under the provisions of ERISA, the U.S. Department of Labor requires that Montefiore provide you with this additional information.

This Summary Plan Description (SPD) is designed to meet your information needs and the disclosure requirements of the Employee Retirement Income Security Act of 1974 (ERISA). If there are any discrepancies between the information contained in this SPD and the official written Plan documents, the Plan documents will govern.

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Plan Sponsor

The sponsor of all of the Plans is:

Montefiore Medical Center
111 East 210th Street
Bronx, NY 10467-2490

Plan Administrator

The Plan Administrator for all of the Plans is:

Vice President, Human Resources
Montefiore Medical Center
111 East 210th Street
Bronx, NY 10467-2490
914.378.6550

Employer Identification Number

The Employer Identification Number (EIN) assigned by the Internal Revenue Service (IRS) to Montefiore Medical Center is 13-1740114.

Claim Denials and Appeals

You must file a claim to receive benefits from the plans. A claim for benefits should be submitted to and will be approved or denied by the appropriate fiduciary, Claims Administrator, insurance company or Plan Administrator, as designated in each plan.

The claims review fiduciary has the discretionary authority to interpret the coverages and the insurance policy and to determine eligibility for benefits. Decisions by the claims review fiduciary shall be complete, final and binding on all parties. The fiduciary for each Plan is shown in the following table.

For These Covered Expenses	Claim Denials Are Received From And Appeals Should Be Directed To The Appropriate Fiduciary
• MonteCare EPO • MonteCare PPO	Empire BlueCross BlueShield PO Box 1407, Church Street Station New York, NY 10008-1407 **866.236.6748** www.empireblue.com/montefiore
Prescription Drugs	Express Scripts 100 Parsons Pond Drive Franklin Lakes, NJ 07417-2603 **800.631.7780**
Spectera Vision	Spectera Vision Claims Department PO Box 30978 Salt Lake City, UT 84130 **800.638.3120**
• Preventive & Diagnostic Dental Care • Indemnity/PPO Dental Benefits	Empire BlueCross BlueShield Dental Benefits Programs P.O. Box 791 Minneapolis, MN 55440-0791
Dental Maintenance Organization (DMO)	Aetna Dental P.O. Box 14094 Lexington, KY 40512-4094 **800.843.3661** www.aetna.com
Flexible Spending Accounts	WageWorks PO Box 14053 Lexington, KY 40511 **877.924.3967** www.wageworks.com
Basic, Supplemental and Dependent Life Insurance	Principal 711 High Street Des Moines, IA 50392-2840 **800.245.1522**
Basic and Optional Accidental Death & Dismemberment (AD&D) Insurance	OneBeacon Insurance Company Accident & Health Claim PO Box 1009 Morristown, NJ 07962-1009 **866.583.2233**
Business Travel Accident (BTA) Insurance	First Reliance Standard Life Insurance Company 153 East 53rd Street, Suite 4950 New York, NY 10022 **800.882.8700**

For These Covered Expenses	Claim Denials Are Received From And Appeals Should Be Directed To The Appropriate Fiduciary
Group Legal Services	Hyatt Legal Plans, Inc. Eaton Center, 111 Superior Avenue Cleveland, OH 44114-3292 **800.821.6400** www.legalplans.com

If Your Claim Is Denied

If your claim for benefits is denied, in whole or in part, you will receive a written notice. This notice will include the following:

1. the specific reasons for the denial of your claim
2. the specific references in the Plan document that support those reasons
3. a description of the information you must provide to perfect your claim and the reasons why that information is necessary
4. a discussion of the procedure available for further review of your claim, including your right to file a civil action following an adverse benefit determination on review
5. if the denial relies on an internal rule, protocol or guideline, such rule, protocol or guideline, or a statement that it will be provided free of charge to you upon request
6. if the denial is based on a medical necessity or an experimental treatment, an explanation of the clinical or scientific reasoning for denial of the claim, or a statement that it will be provided to you free of charge upon request.

In the case of a denial of an urgent care claim, the notice also will set forth a description of the expedited review process for an urgent care claim.

Your Right To Appeal

You have the right to appeal a denial of your claim. You must submit a written appeal to the insurance company within 180 days after you receive the claim denial notice. In preparing your appeal, you shall be entitled to request and receive, free of charge, copies of any documents, records or other pertinent information associated with your claim. This pertinent information includes any information in the initial benefit determination that was considered or generated (even if not relied on) and the identity of any medical expert who was consulted (even if not relied on). Any of this information may be submitted for determination, even if it was not considered in the initial benefit determination.

The insurance company will conduct a full and fair review of your appeal and it will not give deference to the initial benefit determination. The appeal shall be heard by an appropriate individual (or individuals), who is not the person having made the initial benefit determination or a subordinate of that person. This reviewer on appeal also may consult with a medical professional, who was not consulted or a subordinate of any person consulted in the initial benefit determination.

If your appeal involves an urgent care claim, the insurance company shall notify you of the decision as soon as possible, taking into account the medical exigencies, but not later than 72 hours after receipt of your appeal. You may request an expedited appeal, which may be made either orally or in writing and allows all necessary communication between you and the administrator to take place via telephone, facsimile or other equally expeditious method.

If your appeal involves a pre-service claim, the insurance company will notify you of the decision within 30 days after receipt of your appeal.

If your appeal involves a post-service claim, the insurance company will notify you of the decision within 60 days after receipt of your appeal.

If your appeal is denied, in whole or in part, the insurance company will provide you with a notice with the following:

1. the specific reasons for the denial including the specific Plan provisions on which the denial relies
2. a statement informing you of the availability of any documents, records or other relevant information free of charge upon request
3. a description of any internal rule or protocol relied upon or a statement that any such rule or protocol will be provided free of charge upon request
4. an explanation of any voluntary appeals procedures that may be available and a statement of your right to bring a civil action
5. if the denial of an appeal is based on a medical necessity or experimental treatment, an explanation of the scientific or clinical judgment exercised or a statement that the explanation will be provided free of charge and upon request
6. the following statement: “You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what might be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency.”

Throughout the claims review procedure, you may have a personal representative act on your behalf.

Any failure on your part to comply with the request for information by the Plan Administrator or insurance company may result in delay or a denial of your claim.

The insurance company has the authority to make final decisions with respect to paying claims under the Medical Plan.

If you believe that you have been improperly denied a benefit from the Plan after making full use of the claims and appeals procedure, you may serve legal process on the Plan Administrator.

Legal Service

Legal process for all of the plans may be served on the Plan Administrator, who is Vice President, Human Resources, Montefiore Medical Center, 111 East 210th Street, Bronx, New York 10467-2490 and, in addition, on the insurance company.

Union Agreement

The benefits described in this SPD are provided in conjunction with a collective bargaining agreement between Montefiore Medical Center and the following unions representing:

- Security Guards
  Local 971 International Brotherhood of Security Guards
  138-50 Queens Blvd.
  Briarwood, New York 11435
- Physical Therapists
  New York Chapter of the American Physical Therapy Association
  c/o Jack Ahern
  167 Main Street
  Northport, New York 11768
- The Albert Einstein Hospital Physical Therapists Association
  c/o Department of Rehabilitation Medicine
  1825 Eastchester Road
  Bronx, NY 10461

Copies of these collective bargaining agreements are distributed or made available to associates covered by the agreement and to any other associate or retiree who submits a written request for a copy to the applicable union or to the Vice President, Human Resources, Montefiore.

Administrative Information

Official Plan Name	Claims Administrator/Insurance Company	Plan Number	Plan Funding
The Montefiore Medical Center Montefiore Associate Benefits Program	*For MonteCare EPO/PPO, Preventive & Diagnostic Dental Care and Indemnity/PPO Dental Benefits:* Empire BlueCross BlueShield PO Box 1407, Church Street Station New York, NY 10008-1407 **866.236.6748**	501	Associate and Montefiore contributions
	For Prescription Drug Program: Express Scripts 100 Parsons Pond Drive Franklin Lakes, NJ 07417-2603 **800.631.7780**		Associate and Montefiore contributions
	For Health Care Flexible Spending Account: WageWorks PO Box 14053 Lexington, KY 40511 **877.924.3967**		Associate contributions
Montefiore Medical Center Insured Benefit Plan	*For Business Travel Accident Insurance:* First Reliance Standard Life Insurance Company 153 East 53rd Street, Suite 4950 New York, NY 10022 **800.882.8700**	508	• Montefiore contributions
	For Dependent Life Insurance: Principal 711 High Street Des Moines, IA 50392-2840 **800-245-1522**		Associate contributions
	For Group Legal Services: Hyatt Legal Plans, Inc. Eaton Center 111 Superior Avenue Cleveland, OH 44114-3292 **800.821.6400**		Associate contributions

Official Plan Name	Claims Administrator/Insurance Company	Plan Number	Plan Funding
The Montefiore Medical Center Multi-benefit Cafeteria Plan	*For Spectera Vision:* Spectera Vision PO Box 30978 Salt Lake City, UT 84130 **800.638.3120**	511	Associate contributions
	For Dental Maintenance Organization: Aetna Dental P.O. Box 14094 Lexington, KY 40512-4094 **800.843.3661**		Associate and Montefiore contributions
	For Dependent Care Flexible Spending Account: WageWorks PO Box 14053 Lexington, KY 40511 **877.924.3967**		Associate contributions
	For Life Insurance: Principal 711 High Street Des Moines, IA 50392-2840 **800-245-1522**		Associate and Montefiore contributions
	For AD&D Insurance: OneBeacon Insurance Company Accident & Health Claim PO Box 1009 Morristown, NJ 07962-1009 **866.583.2233**		

Plan Type and Plan Year

The following table shows the Plan year on which Plan records are maintained and the Plan type.

	Plan Type	**Plan Year**
Medical	Welfare providing healthcare benefits	January 1 to December 31
Vision	Welfare providing vision care benefits	January 1 to December 31
Dental	Welfare providing dental benefits	January 1 to December 31
Prescription Drug	Welfare providing prescription drug benefits	January 1 to December 31
Flexible Spending Accounts	Welfare providing tax-free reimbursement of eligible health and dependent care expenses	January 1 to December 31
Life and AD&D Insurance	Welfare providing life and accidental death and dismemberment benefits	January 1 to December 31
Business Travel Accident Insurance	Welfare providing business travel life and accident benefits	January 1 to December 31
Dependent Life Insurance	Welfare providing life insurance benefits	January 1 to December 31
Group Legal Services	Welfare providing legal benefits	January 1 to December 31

Plan Documents

This Summary Plan Description describes only the highlights of the plans that make up the Montefiore Associate Benefits Program and does not attempt to cover all details. These are contained in the Plan documents and/or insurance company contracts, which legally govern the Plan and which are controlling in the event of a conflict with this Summary Plan Description. These documents, as well as the annual report of each Plan's operation and each Plan's description (which are filed with the U.S. Department of Labor) are available for review through Montefiore's HR-Benefits Office during normal working hours. Upon written request to the Plan Administrator, copies of any of these documents will be furnished to a Program member or beneficiary within 30 days at a nominal cost.

Plan Continuation

Montefiore expects and intends to continue the Medical, Vision, Dental, Flexible Spending Accounts, Life Insurance, Business Travel Accident Insurance, Dependent Life Insurance, Accidental Death & Dismemberment Insurance and Group Legal Services Plans indefinitely, but reserves the right to change, modify or terminate the Plans, in whole or in part, at any time and for any reason. If Medical, Vision and/or Dental benefits are terminated, you will not have the right to any benefits or have any further rights – other than the payment of covered expenses you had incurred before the coverage terminated.

Your Rights Under ERISA
(Employee Retirement Income Security Act of 1974)

The benefits provided by the Montefiore Associate Benefits Program are covered by ERISA. The law does not require Montefiore to provide benefits. However, it does set standards for any benefits Montefiore offers – and it requires that you be given an opportunity to learn what those benefits are and your rights to them under the law. ERISA provides that all Plan participants, with appropriate notice, shall be entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plans, including the Trust agreement and administrative service contracts, Plan descriptions and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA) – formerly the Pension and Welfare Benefits Administration.
- Obtain, upon written request to the Plan Administrator, copies of all documents governing the operation of the Plans, including the Trust agreement and administrative service contracts, copies of the latest annual report (Form 5500 Series), and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of each Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this Summary Annual Report.
- Continue healthcare coverage for yourself, spouse or dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this Summary Plan Description and the documents governing the Plan on the rules governing your COBRA continuation coverage rights.

HIPAA also requires that you be provided with a certificate of creditable coverage free of charge if you leave Montefiore. You can request a certificate of creditable coverage:

- when you lose health coverage
- when you become entitled to elect COBRA continuation coverage
- when your COBRA continuation coverage ends
- at any time before losing healthcare coverage

  or

- up to 24 months after losing healthcare coverage.

You can use a certificate of creditable coverage to eliminate or reduce any pre-existing condition limitation period under another group healthcare plan.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of employee benefit plans. The people who operate your Plans, called “fiduciaries” of the Plans, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. Although these rights are in no way a guarantee or contract of employment, no one may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit from a plan or exercising your rights under ERISA.

If a claim for a benefit is denied or ignored, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the appropriate fiduciary review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the appropriate fiduciary and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the appropriate fiduciary to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the appropriate fiduciary.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning a medical child support order or the status of a qualified domestic relations order, you may file suit in federal court.

If it should happen that Plan fiduciaries misuse a Plan’s money, or, if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who pays court costs and legal fees.

If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim is frivolous.

If you have any questions about these plans, you should contact the appropriate fiduciary. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of EBSA, U.S. Department of Labor listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of EBSA at **800.998.7542**.