Montefiore



2021 SUMMARY PLAN DESCRIPTION

RETIRED REGISTERED NURSES BENEFITS PROGRAM

Corporate Human Resources Division
HR Benefits Office

Montefiore Health System
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Introduction

If you were covered by a collective bargaining agreement between New York State Nurses Association (NYSNA) and Montefiore Medical Center (MMC) at the time of your retirement, you enjoy the advantages of continuing medical and life insurance protection.

This is a Summary Plan Description (SPD) of the Retiree Benefits Program in effect on January 1, 2021 including changes, which have been collectively bargained between Montefiore Medical Center (MMC) and the New York State Nurses Association (NYSNA) which became effective January 1, 2019.

This SPD is designed to meet your information needs and the disclosure requirements of the Employee Retirement Income Security Act of 1974 (ERISA). 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 any questions about your benefits, contact Montefiore's HR Benefits Office.

This SPD supersedes all earlier SPDs and annual updates for these plans. Prior Summary Plan Descriptions and annual updates should be discarded.

Information about each of the plans that make up the Retiree Benefits Program – and how the plans work – can be found in the following sections.

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Montefiore complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, religion, sex, national origin, disability, sexual orientation, gender identity or expression, physical appearance, or age. See page 41 for more details.

If you (and/or your family members) have Medicare or will become eligible for Medicare in the next 12 months, a Federal law gives you more choices about your prescription drug coverage. Please see page 27 for more details.

Eligibility and Enrollment

The Retiree 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.

Glossary of Key Terms

Claims Administrator – The company contracted by Montefiore to supervise the processing of claims and administration of the Montefiore Medical Center Health Plan for Retired Registered Nurses.

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 Registered Nurse – An RN who is regularly scheduled to work 100% of a full-time schedule and whose position is covered by a collective bargaining agreement between Montefiore Medical Center and the New York State Nurses Association, if that agreement provides for the coverage described in this Summary Plan Description.

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 **914.349.8531**. 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 Registered Nurse – An RN who is regularly scheduled to work less than 100% of a full-time schedule whose position is covered by a collective bargaining agreement between Montefiore Medical Center and the New York State Nurses Association if that agreement provides for the coverage described in this Summary Plan Description. A regular part-time RN does not include a contingent or per diem RN.

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

Eligibility for Retiree Benefits

If you are currently retired and participating in the Montefiore Medical Center Health Plan for Retired Registered Nurses and The Montefiore Medical Center Employer Health & Welfare Benefit Plan, your participation continues – provided you continue to make any required contributions.

Otherwise, you are eligible for the Retiree Benefits Program if:

- You retire from Montefiore at age 60 or older

  and

- At the time of your retirement you were represented by the New York State Nurses Association

  and

- For the 10 consecutive years immediately prior to your retirement you participated in a Montefiore-sponsored health plan (including waiver of coverage).

The following retirees are not eligible for the Retiree Benefits Program:

- Retirees who immediately prior to retirement worked in a position covered by a collective bargaining agreement with 1199 National Health and Human Service Employees
- Retirees eligible for the Retired Management Benefit Program or any other plan providing health and life insurance benefits offered by Montefiore
- Leased employees
- Independent contractors
- Any retiree who immediately prior to retirement was not treated as an employee for payroll purposes even if a court or administrative agency determines that such an individual was an employee rather than an independent contractor

  and

- Any retiree who does not meet the eligibility criteria outlined above.

Your family members are eligible for medical benefits under the Montefiore Medical Center Health Plan for Retired Registered Nurses if they were covered as eligible dependents under your policy by one of the medical options available under the Registered Nurses Benefit Program immediately prior to your retirement.

If you remarry after your retirement, your new spouse and any new dependent children will not be eligible for coverage.

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

If, at the time you retired, you had a stepchild, legally adopted child, or a child for whom you were legal guardian and the child was covered by one of the medical options available under the Registered Nurses Benefit Program while you were an active registered nurse, that child will continue to be eligible, as long as he or she meets the age and dependency requirements.

Coverage can be continued beyond age 26 for an eligible child who is disabled or while covered as your dependent under the Montefiore Medical Center Health Plan for Retired Registered Nurses 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. Coverage will continue while you remain covered by the Montefiore Medical Center Health Plan for Retired Registered Nurses for as long as the child remains disabled and continues to qualify as your dependent. To apply for this continuing coverage, you must notify Montefiore's HR Benefits Office in writing at least 30 days before the child's coverage would otherwise end.

If a covered spouse or dependent child is no longer eligible, you must notify Montefiore's HR Benefits Office in writing within 30 days.

If you and your spouse both worked for Montefiore:

- You and your spouse cannot be covered both as a retired associate and as a dependent of a retired associate
- Your children cannot be covered as dependents of both you and your spouse.

If one of you is an active associate and one is a retired associate, neither you nor your eligible family members can be covered under both active and retiree health plans.

Your Cost for Retiree coverage

If you were an eligible full-time registered nurse immediately prior to retirement, Montefiore Medical Center currently pays the full cost of Retiree Medical coverage for you and your eligible family members.

If you were an eligible part-time registered nurse immediately prior to retirement, you must pay a portion of the cost of Retiree Medical coverage. Your share will equal the average of your scheduled hours during the last 10 years you worked for Montefiore divided by the number of hours a full-time RN would have worked. For example, if your scheduled hours averaged 80% of a full-time schedule over the 10 years immediately prior to your retirement, you would pay 20% of Montefiore's cost of Retiree Medical coverage. The balance would be paid by Montefiore.

Retiree Medical contribution rates for coverage change periodically. If Retiree Medical costs increase or decrease after your retirement date, the share of the cost you and/or your surviving family members must pay will be adjusted to reflect those changes. Contributions can be made monthly, quarterly, semi-annually or annually in advance. Contact the Claims Administrator for current rates and to make the necessary arrangements.

Montefiore currently pays the full cost of Retiree Life Insurance.

How to Enroll

For Retiree Medical Coverage

You must enroll for Retiree Medical coverage at the time you retire. If you do not enroll when you are first eligible – or if you enroll and then cancel coverage – you will not be able to enroll for Retiree Medical coverage in the future.

For Retiree Life Insurance

When you retire, you are automatically enrolled for Retiree Life Insurance if you meet the eligibility requirements and have Montefiore-provided Life Insurance in effect on the day before you retire.

When Coverage Begins

Retiree Medical and Life Insurance coverages begin on the first day of the month coincident with or after your first day of retirement provided you complete and submit the required forms to Montefiore's HR Benefits Office before then. You must also make any required contributions on a timely basis.

Montefiore Medical Center Health Plan for Retired Registered Nurses

The Montefiore Medical Center Health Plan for Retired Registered Nurses provides valuable financial protection when you or a covered family member needs medical care.

Your medical coverage provides benefits only for covered services and supplies that are medically necessary for the treatment of a covered illness or injury and legal in the state in which they are obtained. ***Only those services and supplies specifically listed as covered in this SPD are eligible for reimbursement through your medical benefits.***

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 maximum dollar amount you have to pay for eligible prescription drug expenses in any calendar year in addition to your copayments.

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 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 the Montefiore Medical Center Health Plan for Retired Registered Nurses 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 health coverage for a specified period of time by paying the full premium plus a 2% administrative charge.

Coordination of Benefits (COB) – A provision of the Montefiore Medical Center Health Plan for Retired Registered Nurses that applies when you or a family member is entitled to benefits from two or more sources. Under the COB, the benefits payable from all plans combined are limited to 100% of covered expenses.

Copayment – A flat-dollar amount you pay for certain medical services, such as prescription drugs at an authorized Express Scripts pharmacy.

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, and administration of oral medicines or other services, which can be provided by someone other than a trained healthcare provider.

Deductible – The amount you must pay each calendar year for certain covered services before Medical/Surgical benefits are paid.

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) or Doctor of Podiatric Medicine (DPM), or Doctor of Chiropractic (DC), who practice within the scope of his or her license under the laws of the state or jurisdiction in which the services are provided.

Empire Behavioral Health Network – A network of providers who specialize in providing mental health and substance abuse counseling and treatment to retirees enrolled in the Retiree Health Plan for Retired Registered Nurses.

Empire BlueCross BlueShield **(Empire)** – The Claims Administrator for the Montefiore Medical Center Health Plan for Retired Registered Nurses. Empire is not the claims administrator for prescription drug benefits or Life Insurance.

Empire BlueCross BlueShield Indemnity Network – A national network of physician, 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.

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

- It is within the research or experimental/investigational stage
- 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 list of medications approved by the U.S. Food and Drug Administration (FDA), including both brand name and generic drugs. Express Scripts – in conjunction with physicians and pharmacists – compiles the formulary list and evaluates the safety, effectiveness and affordability of the medications. They also update the list as the FDA approves new drugs.

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 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.

Health Maintenance Organization **(HMO)** – A group of local healthcare professionals and facilities that provide medical care. Most HMOs cover a wide range of medical services and typically require a copayment for office visits and certain other 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 one 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 a volunteer program. A hospice is *not* a facility which 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 a registered nurse 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.

Medicare – The health program provided under Title XVIII of the Social Security Act.

Montefiore Medical Group – A division of Montefiore Medical Center responsible for the operation of a network of 19 community-based primary care sites and for the hospital-based primary care clinics; and it also operates a range of related primary care and outreach services.

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.

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

Participating Pharmacy – A pharmacy that has contracted with Express Scripts to provide prescription drug services.

Reasonable and Customary (R&C) – Reasonable and Customary charges are based on 150% of Medicare's National Provider Rate. 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 to this amount; you are responsible for paying the balance of the bill to the provider. Charges in excess of R&C and beyond medical maximum limitations are *not* covered by the Montefiore Medical Center Health Plan for Retired Registered Nurses.

The Reasonable and Customary payment schedule does not apply to services provided by Montefiore Medical Group (MMG) primary care physicians, Empire BlueCross BlueShield Behavioral Health and Traditional Indemnity Network.

Separate Admission – Time spent as an inpatient in an approved facility. Two or more periods of confinement are considered separate if they are due to unrelated causes or separated by 90 days following discharge – or for working family members, separated by a return to active work for one day.

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, Retiree Medical benefits will cover the R&C charge for the most expensive procedure only, or
- Different incisions, natural body orifice or operative field, Retiree 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 Health Plan for Retired Registered Nurses to recover medical expenses paid to the participant for an illness or injury 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 an individual covered by the Montefiore Medical Center Health Plan for Retired Registered Nurses agrees to reimburse the plan for medical benefits resulting from illness or injury caused by a third party or any illness or injury for which a covered individual receives reimbursement from a third party. The agreement must be signed by the retiree 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.

An Overview of Your Retiree Medical Benefits

Medical benefits under the Montefiore Medical Center Health Plan for Retired Registered Nurses include:

- Hospital benefits – which pay for covered expenses such as semi-private hospital room and board and certain alternatives to in-hospital care
- Medical/Surgical benefits – which help pay the cost of medical services and supplies – after the annual deductible

  and

- Prescription Drug benefits – which help pay the cost of prescription drugs obtained at a participating Express Scripts retail pharmacy or through the home delivery pharmacy service.

If You are Not Eligible for Medicare

RETIREE MONTEFIORE PROVIDER NETWORK

The Medical Center encourages you to use Montefiore providers and facilities by offering the following services – *free of charge* – for you and your covered family members:

- Services provided by a Montefiore Medical Group (MMG) primary care physician at a Medical Group facility
- Services provided at Montefiore Moses Hospital, Jack D. Weiler Hospital (Einstein), Montefiore Wakefield Hospital, The Children's Hospital at Montefiore, Montefiore New Rochelle Hospital, Montefiore Mount Vernon Hospital, Montefiore Nyack Hospital, Montefiore St. Luke's Cornwall Hospital, White Plains Hospital, Burke Rehabilitation Hospital, Westchester Square, Montefiore Ambulatory Surgical Facilities, Schaffer Extended Care Center, Montefiore Imaging Center, Department of Radiology, Advanced Endoscopy Center and NY GI Center
- Laboratory tests performed at and billed by Quest Laboratories, LabCorp, Montefiore Moses Hospital, Jack D. Weiler Hospital (Einstein), Montefiore Wakefield Hospital, The Children's Hospital at Montefiore, Montefiore New Rochelle Hospital, Montefiore Mount Vernon Hospital, Montefiore Nyack Hospital, Montefiore St. Luke's Cornwall Hospital, Westchester Square.

EMPIRE PROVIDER NETWORK

If you are not yet eligible for Medicare, you can save money on certain healthcare expenses by using the Empire Provider Network. Montefiore has contracted with Empire for access to its network of physicians, hospitals and other healthcare providers. You can visit any physician in the Empire BlueCross BlueShield Indemnity or Behavioral Health Network in any specialty without a referral.

Empire Network providers agree to provide services at a discount, resulting in lower out-of-pocket costs to you. The discount applies to the cost of covered services provided (subject to any deductible and coinsurance). It does not affect the cost-sharing percentages established by the Plan. For example, if you visit a physician who participates in the Empire Traditional/Indemnity Network, the Plan pays 80% and you are responsible for 20% of the discounted rate. You are not required to use these providers. However, if you or a covered dependent is under age 65, you may save money if you do.

MMG physicians are listed on **My MonteBenefits**, the Empire Website **www.empireblue.com/montefiore** (look for the link to the Montefiore Provider Directory for Retirees), or you can contact Montefiore CMO Customer Service Department at **914.377.4400**.

To find an Empire Traditional/Indemnity Network provider, you can call the Empire customer service call center at 866.236.6748 or go to **www.empireblue.com/montefiore/Find a Doctor**.

If You are Medicare-Eligible

If you are Medicare-Eligible, your Montefiore retiree medical benefits are determined assuming you are enrolled in both Parts A and B of Medicare. You must comply with all requirements imposed by the Medicare option you select. In addition, this Plan will not pay charges that are denied by Medicare as a result of your failure to comply with Medicare pre-admission or second surgical opinion requirements.

If you are a Medicare participant and use Medicare providers, Retiree Medical coverage will reimburse the following expenses, if applicable:

- The Medicare deductible for in-hospital care
- The Medicare copayment for the 61st through the 90th day of in-hospital care in a semi-private room
- The Medicare copayment for the 91st through the 150th day (60-day lifetime reserve) of in-hospital care in a semi-private room
- Semi-private hospital room, board and other services for the 91st through the 120th day of confinement (which is not covered by Medicare)
- Accidental injury or emergency occurring outside of the United States
- Outpatient prescription drugs

  and

- Outpatient mental healthcare.

TREATMENT USING MEDICARE PROVIDERS

If you are Medicare-Eligible, you should use providers who accept Medicare assignment. When doctors and suppliers agree to accept assignment they accept the Medicare-approved amount as payment in full. If a doctor or supplier chooses not to accept assignment, their costs are often higher, which means you may pay more – up to 15% over Medicare's approved amount for services.

The Deductible

The deductible is the dollar amount that you must pay toward covered expenses before Medical/Surgical benefits begin. The deductible is $100 and applies to you and each covered family member once each calendar year.

The following features help limit the deductibles you and your family members must pay.

- Expenses incurred during the last three months of the year that are used to satisfy the deductible, can also be used to satisfy the next year's deductible.
- In the calendar year you retire, any amounts used to satisfy the deductible under your active medical coverage will be applied toward the retiree annual medical deductible.

Covered Expenses

IN-HOSPITAL CARE

Retiree Medical benefits pay *100%* of semi-private hospital room, board and medical supplies for up to 365 days for each separate admission. If only private rooms are available, Retiree Medical coverage includes those charges up to the prevailing semi-private room rate in the area in which treatment is received.

Coverage is provided for:

- Accidental Injury
- 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
- General Illness
- Inpatient Surgery
- Medical Rehabilitation
- 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.

Inpatient expenses include:

- Anesthesia supplies and use of equipment
- Dressings and plaster casts
- Drugs and medicines for use in the hospital
- General nursing care (inpatient 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.

INPATIENT MENTAL HEALTH/SUBSTANCE ABUSE CARE

Retiree Medical coverage pays 100% of the cost for inpatient mental health/substance abuse care – in either a general hospital or special treatment facility.

For purposes of this benefit, a special treatment facility 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).

ALTERNATIVES TO IN-HOSPITAL CARE

Retiree Medical benefits pay 100% for the following facilities and services:

- Ambulatory Surgical Facility
- Home Healthcare – for up to 200 visits each 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.
- Hospice – 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.

Medical/Surgical

This part of your Montefiore Medical Center Health Plan for Retired Registered Nurses is designed to pay the major share of the cost of a wide range of Medical/Surgical services and supplies.

COVERED EXPENSES

Medical/Surgical pays 80% of R&C after the deductible for the following covered services:

- Artificial insemination
- 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
- Allergy testing and treatment
- Ambulance service – in a medical emergency to the nearest medical facility equipped to treat that condition or if medically necessary
- Artificial limbs and eyes – and their replacement if required because of a change in the patient's physical condition
- Assistant surgeons' fees (if medically necessary)
- Birth control – IUDs, diaphragm fittings, Norplant
- Blood, blood plasma or blood derivatives plus the equipment to administer it
- Bone marrow transplant for treatment of breast cancer
- Chemotherapy
- Chiropractic services – up to $1,000 for each covered person each calendar year
- Dental services – only for extractions of impacted teeth and treatment of an accidental injury to sound, natural teeth within 12 months of the date of injury
- Eyeglasses or contact lenses (initial pair) – including the cost of the examination and fitting, if required because of the loss of the eye's natural lens through surgery – i.e., cataracts
- Foot care – routine care for up to eight visits in a calendar year
- Gynecological exams (routine) – once in a calendar year
- Hearing aid – one per lifetime
- Immunizations – Hepatitis A, annual flu shot, tetanus, Pneumococcal
- Mammography – (routine) one prior to age 40; one a year beginning at age 40
- Medical equipment – rental, purchase, repair or replacement of durable medical equipment
- Mental Healthcare
- Occupational therapy and supplies
- Orthopedic and prosthetic devices – initial fitting, later adjustment and replacement, if required because of

a change in the patient's condition

- Orthotics – orthopedic or corrective shoes and other supportive appliances (but only to prevent serious medical complications)
- Outpatient diagnostic and laboratory tests – including MRI, MRA, PET, CAT Scans, Nuclear Cardiology, bone density tests, X-rays, blood, urine and other laboratory tests
- Oxygen – and the rental of equipment to administer it
- PAP test (routine)– in conjunction with an annual physical or gynecological examination
- Physical exam (routine) – once in a calendar year in conjunction with an office visit
- Physical therapy – if active treatment to improve an individual's condition and provided by a licensed therapist under the direct supervision of a physician
- Physicians' services – services of physicians, surgeons and other specialists for surgical and non-surgical services in the hospital, home or office
- Pre-admission testing – if performed within 14 days of a scheduled hospital admission
- Radiologists' fees for reading X-rays
- Radiation therapy
- Reconstructive surgery following a mastectomy – while the person is covered by Retiree Medical benefits 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
- Sleep disorders – treatment of sleep apnea
- Speech therapy – but only to restore normal speech lost because of an illness, injury or surgical procedure while covered under Retiree Medical benefits (if provided by a qualified therapist)
- Substance Abuse Treatment
- Surgical opinions – second and, if needed, third opinions
- Surgical treatment required because of morbid obesity (limited to one procedure in a lifetime)
- Syringes and testing strips
- Vision therapy
- Voluntary sterilization – (but not reversals)
- Well child care – up to a maximum of 11 visits until the age of two
- Wigs and hairpieces – (only after chemotherapy and/or radiation therapy; limited to one per illness).

Prescription Drug Coverage

If you are Not Eligible for Medicare

Prescription drug coverage permits you to purchase prescription drugs as follows:

- Up to a 90-day supply of each prescribed Montefiore pharmacy formulary drug at Montefiore outpatient pharmacies at no cost to you (all you need do is present your Empire identification card).
- Up to a 90-day supply of each prescription drug at an Express Scripts participating retail pharmacy subject to copayment for each prescription upon presentation of your Empire Identification Card. Participating pharmacies include most major pharmacy chains. You can call Express Scripts at **800.631.7780** to verify whether a pharmacy is participating or to obtain the names of participating pharmacies in your area.

  If you purchase a prescription drug from a non-participating pharmacy you will be required to pay for the prescription and submit a claim form to be reimbursed. If you use a non-participating pharmacy in an area where there is a participating pharmacy available, your reimbursement will be 75% of the reasonable and customary cost of the prescription.
- Up to a 90-day supply of each prescription drug through the home delivery pharmacy service subject to copayment for each prescription. Additional information is available from Express Scripts at **800.631.7780** or online at **www.express-scripts.com**.

PRESCRIPTION DRUG OVERVIEW

If You Use	Your Cost If You Purchase:		
	Generic	**Preferred Brand Name**	**Non-preferred Brand Name**
Montefiore Outpatient Pharmacy			
· 30-day supply · 90-day supply	$0	$0	$0
Express Scripts			
Participating Retail Pharmacy			
· 31-day supply	$7 copay	$10 copay	$15 copay
· 60-day supply	$14 copay	$20 copay	$30 copay
· 90-day supply	$21 copay	$30 copay	$45 copay
Home Delivery Pharmacy Service			
· 90-day supply	$7 copay	$10 copay	$15 copay

PRESCRIPTION DRUG OUT-OF-POCKET MAXIMUM

Retiree Medical includes an annual out-of-pocket maximum for prescription drugs. Your share of copayments for prescriptions obtained at an Express Scripts participating pharmacy or Home Delivery Pharmacy Service is limited to $1,000 for any one covered person in a calendar year. Once that maximum is reached, the Plan pays 100% of any remaining retail 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.

SPECIALTY MEDICATIONS

Specialty medications are covered under Montefiore's prescription drug benefits after prior authorization and when filled through Montefiore's outpatient pharmacies, Express Scripts participating retail pharmacies or Express Scripts' specialty pharmacy, Accredo.

Prior authorization insures that drugs are being used for their designed purpose. For specialty medication, Express Scripts will review your prescription to determine if it qualifies for drug coverage based on nationally accepted clinical guidelines and standards. If you are taking drugs that require prior authorization, Express Scripts will notify you and provide you with instructions for a coverage review.

UTILIZATION MANAGEMENT REVIEW

Utilization management reviews strengthen the quality and safety of the Express Scripts Prescription Drug Program.

- ***Drug Utilization Review*** – Express Scripts reviews your prescriptions and will alert your physicians and pharmacists for situations that indicate: drug interactions, allergies or disease; excessive daily dosing or duration of therapy; gender contraindications; potential drug name confusion; refills too-late or too-soon; severe drug interactions; sub-therapeutic dosing or therapy duplication.
- ***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.
- ***Preferred Drug Step Therapy (PDST)*** –Before using a higher cost non-preferred drug, you are required to try a generic alternative or preferred brand name medication first. 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.) **Note:** If your prescription history shows that you have already tried preferred drugs, your prescription will be filled without a review.
- ***Drug Specific Prior Authorization*** – If you doctor prescribes a drug that requires prior authorization, Express Scripts will review your prescription and contact your doctor to determine if your prescription qualifies for drug coverage based on nationally accepted clinical guidelines and standards.

If You are Medicare-Eligible

If you are eligible for Medicare, **Express Scripts Medicare**™ (PDP) **for Montefiore Medical Center** – combines Retiree Prescription Drug coverage with the benefits available through an employer-provided Medicare Part D Plan. This combined benefits coverage means that you will have **more coverage than the standard Medicare Part D Plan**.

Medicare is an individual benefit. That means that every person has his or her own account with Medicare. Each of you will receive your own ID card with your own unique ID number. When you get your prescriptions filled, you need to make sure you use your ID card and your spouse/domestic partner needs to use his/her own ID card to get his/her prescriptions filled.

AUTOMATIC ENROLLMENT

If you are Pre-Medicare: You will be covered by Montefiore's Retiree Prescription Drug benefits.	**If you are Medicare-Eligible:** Montefiore will enroll you in Medicare Part D[1]. You will get an individual ID card from Express Scripts Medicare.
If an eligible family member is Pre-Medicare: Your family member will be covered by Montefiore's Retiree Prescription Drug benefits.	**If an eligible family member is Medicare-Eligible:** Montefiore will enroll your family member in Medicare Part D[1]. Your family member will get an individual ID card from Express Scripts Medicare.
[1] You may be contacted if we need information in order to enroll you in the plan, such as your Medicare Health Insurance Claim Number (HICN), which can be found on your Medicare Part A ID card.	

HOW TO OPT OUT

You are not required to be enrolled in this plan. If you want to waive Express Scripts Medicare™ (PDP) for Montefiore Medical Center coverage, complete a Medicare Part D Coverage Waiver Form and return it to the HR Benefits Office.

However, please carefully consider your decision to opt out of this plan. If you waive coverage, you will lose both your Retiree Medical and Prescription Drug coverage from Montefiore Medical Center and will not be allowed to re-enroll at any point in the future. Your covered spouse/domestic partner and children will also lose their medical and prescription drug coverage.

Keep in mind that if you opt out of this plan and don't have or get other Medicare prescription drug coverage or creditable coverage that is at least as good as Medicare's standard plan; you may be required to pay a late enrollment penalty (LEP). This happens when you enroll in a Medicare prescription drug plan after going 63 consecutive days or longer without Medicare Part D coverage or other creditable prescription drug coverage.

NETWORK PHARMACIES

You have access to in-network pharmacies available under Montefiore's Retiree Prescription Drug coverage. In addition, Duane Reade and Walgreen pharmacies are network pharmacies for Express Scripts Medicare and you will be able to use those pharmacies to fill your prescriptions.

> **Note:** Medicare only covers drugs filled at network pharmacies. However, due to the additional coverage provided by Montefiore, you may use an out-of-network pharmacy. You pay the full amount of the prescription and send a request for reimbursement with your receipt to Express Scripts Medicare. You will be reimbursed the same as you would under the current prescription drug plan – 75% of the reasonable and customary cost of the drug.

ENROLLMENT IN MULTIPLE MEDICARE PRESCRIPTION DRUG PLANS

You may only be enrolled in *one* Medicare Prescription Drug Plan. If you are already enrolled in another Medicare Part D plan or in a Medicare Advantage plan with or without prescription drug coverage, you will automatically be disenrolled from that plan when you are enrolled in Express Scripts Medicare for Montefiore Medical Center.

Likewise, if, in the future, you enroll in another Medicare Part D plan or in a Medicare Advantage plan, you will automatically be disenrolled from Express Scripts Medicare for Montefiore Medical Center.

Note: If you are disenrolled from Express Scripts Medicare, you will lose both your Montefiore-sponsored medical and prescription drug coverage and will not be able to reenroll in the plan at a later time. If you are the retiree, your covered family members will also lose both their Montefiore-sponsored medical and prescription drug coverage.

Prescriptions filled at Veterans Affairs (VA) pharmacies are ***not*** covered by the plan. You may receive benefits from only one government program at a time. You may use either your VA benefits at a VA pharmacy or the Medicare Part D benefit through Express Scripts Medicare.

DIFFERENT FORMULARY

Medicare Part D's formulary (the list of drugs it covers) may be different from those covered under Montefiore's formulary. However, because of the combined benefits, you are covered under both formularies.

EXTRA HELP – IF YOU NEED IT

If you have limited income – less than $14,610 for an individual or $29,160 for married filing jointly – you may qualify for Medicare prescription drug coverage Extra Help. Extra Help may pay some or all of your costs, including your monthly premiums annual deductibles and prescription copayments related to a Medicare prescription drug plan.

You will be notified if Medicare identifies you as an individual that qualifies for Extra Help. You may also apply online at **www.socialsecurity.gov/extrahelp** or call Social Security at **800.772.1213** (TTY 800.325.0778).

If you qualify for Extra Help and contribute toward the cost of your Montefiore-sponsored retiree medical and Express Scripts Medicare prescription drug coverage, Montefiore will reimburse you for the amount that would be covered by Extra Help. For more information, contact HR Benefits at **montebenefits@montefiore.org** or call **914.349.8531**.

HIGH INCOME ADDITIONAL PREMIUM

If your retirement income is more than $88,000 for an individual or $176,000 for married filing jointly, Medicare requires that you pay an additional premium, called the Part D Income-Related Monthly Adjustment Amount (D-IRMAA). Medicare Part D beneficiaries affected by IRMAA will be notified by Social Security.

The additional premium ranges from $12.30 to $77.10 per month in 2021. The amount of your IRMAA will be directly deducted from your Social Security benefits. If there are insufficient funds, Medicare will bill you directly.

If you are billed directly, you *must* pay this additional amount. If you don't, Medicare will dis-enroll you from Express Scripts Medicare for Montefiore Medical Center. If you are disenrolled from the plan, you will lose both your Montefiore-sponsored retiree medical and Express Scripts Medicare prescription drug coverage.

MEDICATION THERAPY MANAGEMENT (MTM)

Medicare requires Medicare prescription drug plans to offer an optional, free service called Medication Therapy Management (MTM). If you take multiple medications, have a chronic condition or high drug costs, you may be invited to participate in a MTM program designed for your specific health issue. You may choose not to participate, but you should carefully consider taking advantage of this free service.

If you take many medications for more than one chronic health condition, contact Express Scripts Medicare Customer Service at **866.544.6963**, to see if you're eligible for a Medication Therapy Management program.

Important Notice for Medicare-Eligible Individuals about Montefiore 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:

- **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.**
- **Montefiore Medical Center has determined that the prescription drug coverage offered by the 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 November 15th through December 31st.

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?

Your Montefiore medical options pay for other health expenses, in addition to prescription drugs. If you choose to enroll in a Medicare prescription drug plan, you will ***not*** be eligible to receive Montefiore health and prescription drug benefits.

Here is an overview of Medicare's standard level of prescription drug coverage.

2021 Medicare Standard Level of Prescription Drug Coverage
You pay the first $445 of prescription drug expenses (annual deductible)
You pay 25% of the next $3,685 ($921.25) of prescription drug expenses; Medicare pays the rest (75%) $2,736.75
You pay 100% of the next $4,130 of prescription drug expenses (A 75% discount applies to covered brand name drugs and generic drugs.)
Once you pay $6,550 in out-of-pocket expenses for prescription drugs for a covered person, you pay 5% (or $3.70 for a generic drug, $9.20 for all other drugs) of any remaining prescription drug expenses for that person for the rest of the calendar year; Medicare pays the rest.

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 November 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. You can also get more information about Medicare prescription drug plans from the following resources:

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

For people with limited income and resources, extra help paying for a Medicare prescription drug plan is available. Information about this extra help is available from the Social Security Administration (SSA) 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:	1/1/2021
Name of Entity/Sender:	Montefiore Medical Center
Contact – Position/Office:	HR Benefits Office
Address:	111 East 210th Street Bronx, NY 10467-2490
Phone Number:	**914.349.8531**

Maximum Benefits

The Montefiore Medical Center Health Plan for Retired Registered Nurses provides $500,000 in maximum lifetime benefits for you and each covered family member, exclusive of hospital and prescription drug benefits. However, some covered services are subject to 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 $1,000 for each covered person each calendar year
- Foot care – routine care for up to eight visits in a calendar year
- Gynecological exams (routine) – once in a calendar year in conjunction with an office visit
- Home healthcare – up to 200 visits each calendar year
- Hospice care – up to 210 days
- Mammography (routine) – one prior to age 40; one a year at age 40 or older
- PAP tests – once in a calendar year in conjunction with an annual physical or gynecological examination
- Physical exams (routine) – once in a calendar year
- Surgical treatment required because of morbid obesity – limited to one lifetime procedure
- Wigs and hairpieces – for hair loss resulting from chemotherapy and/or radiation therapy; limited to one wig per illness.

Exclusions

Montefiore Medical Center Health Plan for Retired Registered Nurses coverage does *not* pay for all medical services and supplies, even if recommended by a physician. Expenses *not* covered include:

- Abortion
- 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 expenses
- Counseling – marital, family or sex counseling
- 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 pool, 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 in the Health Plan for Retired Registered Nurses 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
- Maternity/Well Newborn care
- 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)
- Nutritionists
- 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 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
    - Not medically necessary for treatment of your condition
    - Provided primarily for research
    - Not generally accepted in medical practice for the prevention, diagnosis or treatment of an illness or injury
  - 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 the Health Plan for Retired Registered Nurses
  - 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
  - Provided outside the United States or its territories, except for an accidental injury or medical emergency
  - **Which are not specifically listed as covered expenses in this Summary Plan Description**
  - 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

- Sleeping disorders – including bruxism (grinding of teeth), drug dependency, dream anxiety attacks, shift work or schedule disturbances, migraine headaches (except as specified under covered services)
- Sterilization – procedures to reverse voluntary sterilization
- Surrogate expenses
- Telephone calls or medical advice provided by telecommunications
- TMJ – temporomandibular joint dysfunction – surgical and non-surgical treatment
- Travel or lodging expenses for a physician or a patient, except for emergency ambulance service
- Vaccinations, inoculations or immunizations, except as specified under covered services
- Vision benefits
- Vision perception training
- Vitamins, minerals and food supplements
- Weight reduction – treatment, instructions, activities or drugs for weight reduction or control, except as diagnosed condition of morbid obesity.

Coverage Under Two or More Plans

The Montefiore Medical Center Health Plan for Retired Registered Nurses contains a coordination of benefits provision which limits combined benefits from all plans and any other payment sources to 100% of covered expenses.

Coordination of benefits also applies to Medicare, Champus/Tricare and any other government programs with which the Montefiore Medical Center Health Plan for Retired Registered Nurses is allowed to coordinate by law. The coordination of benefits provision does not apply to any personal policy, except no-fault automobile insurance, Medicaid or any other government programs with which the Montefiore Medical Center Health Plan for Retired Registered Nurses is not allowed to coordinate by law.

Determining Which Plan Pays Benefits First

How much either Medical option pays is determined by which plan is primary. The primary plan pays benefits first. The following guidelines are used to determine which plan is primary.

- The plan that does not have a non-duplication provision or coordination of benefits provision is 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.
  - 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.

Coordination with Medicare

If you or your covered dependent is Medicare-eligible, the Medicare plan in which you are enrolled is generally primary. Medicare is secondary for the 30-month period beginning with the month in which a participant first becomes entitled to Medicare benefits due to end stage renal disease.

When Medicare is primary and pays first:

- The plan covering the patient as a retiree is secondary to Medicare
- The plan covering the patient as a dependent pays benefits third.

If a patient is *not* eligible for Medicare:

- The plan covering the patient as a retiree (or registered nurse) is primary
- The plan covering the patient as a dependent pays benefits second.

In Case of a Retiree's Death

For the first year following a retiree's death, Montefiore will pay the full cost of Retiree Medical coverage for the surviving spouse or qualified domestic partner and any enrolled dependent children. At the end of the one-year period, surviving dependents can continue coverage by paying the full cost in effect at that time, as determined by Montefiore Medical Center.

Claiming 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 72 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.

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 will submit their bills directly to the Claims Administrator – or directly to Medicare if you are covered by that government program, or a Medicare option – so there is no need for you to file a claim. If you do receive a hospital bill do not pay it. Make sure it is itemized and forward the bill to Medicare or the Medicare plan in which you are enrolled, if you are eligible – otherwise to the Claims Administrator.

Laboratory Benefits

If you receive a bill from Montefiore or Quest Laboratories for outpatient diagnostic and laboratory tests do not pay it. Call the Montefiore billing department or Quest, identify yourself as a Montefiore retired registered nurse and instruct them to send the invoice to Medicare or the Claims Administrator.

Other Benefits

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

If you incur medical 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 your portion on the front of the form in full. Have your healthcare provider complete his or her portion on the back of that form. Be sure that all questions are answered, even if the answer is "no" or "N/A" (does not apply).

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

  and

- If you are eligible for Medicare, a copy of your Medicare (or Medicare option's) "Explanation of Benefits," showing the benefits paid by that plan. If you do not do so, an estimate of what Medicare or the Medicare plan would have paid will be deducted from your Montefiore Medical Center Health Plan for Retired Registered Nurses benefit.

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 covered expenses:	Claims should be submitted as follows:
Medical Expenses · If you are Medicare-eligible	Medicare
· If you are not Medicare-eligible	Empire BlueCross BlueShield PO Box 1407, Church Street Station New York, NY 10008-1407 **866.236.6748**
Prescription drugs	Express Scripts 100 Parsons Pond Drive Franklin Lakes, NJ 07417-2603 **800.631.7780**
All claims must be submitted by the end of the calendar year following the year the expense was incurred. Otherwise, no benefits will be paid.	

You must include the name and ID Number of the Montefiore Retiree 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. If you do not provide the Montefiore Retiree's name and ID Number on each claim form, 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 Information About Your Retiree Medical Benefits

GROUP HEALTH PLAN AS COVERED ENTITY

Notice Informing Individuals About Nondiscrimination and Accessibility Requirements: Discrimination is Against the Law

The Montefiore Medical Center Employee Health & Welfare Benefit Plan and the Montefiore Medical Center Retiree Benefit Plan (collectively, the "Plan") complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, religion, sex, national origin, disability, sexual orientation, gender identity or expression, physical appearance, or age. The Plan does not exclude people or treat them differently because of race, color, religion, sex, national origin, disability, sexual orientation, gender identity or expression, physical appearance, or age.

The Plan:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact the Plan Administrator.

If you believe that the Plan has failed to provide these services or discriminated in another way on the basis of race, color, religion, sex, national origin, disability, sexual orientation, gender identity or expression, physical appearance, or age, you may file a claim under the Plan. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the **Office for Civil Rights Complaint Portal**, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, **800.868.1019**, **800.537.7697** (TDD).

Complaint forms are available at **www.hhs.gov/ocr/office/file/index.html**.

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-718-920-4943 (TTY: 1-718-920-5027).

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-718-920-4943（TTY：1-718-920-5027）。

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-718-920-4943 (телетайп: 1-718-920-5027).

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-718-920-4943 (TTY: 1-718-920-5027).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-718-920-4943 (TTY: 1-718-920-5027) 번으로 전화해 주십시오.

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-718-920-4943 (TTY: 1-718-920-5027).

אויפמערקזאם: אויב איר רעדט אידיש, זענען פארהאן פאר אייך שפראך הילף סערוויסעס פריי פון אפצאל. רופט 1-718-920-4943 (TTY: 1-718-920-5027).

লক্ষ্য করুনঃ যদি আপনি বাংলা, কথা বলতে পারেন, তাহলে নিঃখরচায় ভাষা সহায়তা পরিষেবা উপলব্ধ আছে। ফোন করুন ১-1-718-920-4943 (TTY: ১-1-718-920-5027)।

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-718-920-4943 (TTY: 1-718-920-5027).

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-718-920-4943 (رقم هاتف الصم والبكم: 1-718-920-5027).

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-718-920-4943 (ATS : 1-718-920-5027).

خبردار: اگر آپ اردو بولتے ہیں، تو آپ کو زبان کی مدد کی خدمات مفت میں دستیاب ہیں ۔ کال کریں 1-718-920-4943 (TTY: 1-718-920-5027).

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-718-920-4943 (TTY: 1-718-920-5027).

ΠΡΟΣΟΧΗ: Αν μιλάτε ελληνικά, στη διάθεσή σας βρίσκονται υπηρεσίες γλωσσικής υποστήριξης, οι οποίες παρέχονται δωρεάν. Καλέστε 1-718-920-4943 (TTY: 1-718-920-5027).

KUJDES: Nëse flitni shqip, për ju ka në dispozicion shërbime të asistencës gjuhësore, pa pagesë. Telefononi në 1-718-920-4943 (TTY: 1-718-920-5027).

Section 1557 of the Affordable Care Act Grievance Procedure

It is the policy of Montefiore not to discriminate on the basis of race, color, religion, sex, national origin, disability, sexual orientation, gender identity or expression, physical appearance, or age. Montefiore has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by Section 1557 of the Affordable Care Act (**42 U.S.C. 18116**) and its implementing regulations at **45 CFR part 92**, issued by the U.S. Department of Health and Human Services. Section 1557 prohibits discrimination on the basis of race, color, religion, sex, national origin, disability, sexual orientation, gender identity or expression, physical appearance, or age in certain health programs and activities. Section 1557 and its implementing regulations may be examined in the office of Maria Trotta-Williams, Assistant Director, Customer Service, 111 East 210th Street, Bronx, NY 10467, **718.920.4943**, **718.231.4262**, **civcilrightscoordinator@montefiore.org**, who has been designated to coordinate the efforts of Montefiore to comply with Section 1557.

Any person who believes someone has been subjected to discrimination on the basis of race, color, religion, sex, national origin, disability, sexual orientation, gender identity or expression, physical appearance, or age may file a grievance under this procedure. It is against the law for Montefiore to retaliate against anyone who opposes discrimination, files a grievance, or participates in the investigation of a grievance.

Procedure:

- Grievances must be submitted to the Section 1557 Coordinator within (60 days) of the date the person filing the grievance becomes aware of the alleged discriminatory action.
- A complaint must be in writing, containing the name and address of the person filing it. The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought.
- The Section 1557 Coordinator (or her/his designee) shall conduct an investigation of the complaint. This investigation may be informal, but it will be thorough, affording all interested persons an opportunity to submit evidence relevant to the complaint. The Section 1557 Coordinator will maintain the files and records of Montefiore relating to such grievances. To the extent possible, and in accordance with applicable law, the Section 1557 Coordinator will take appropriate steps to preserve the confidentiality of files and records relating to grievances and will share them only with those who have a need to know.
- The Section 1557 Coordinator will issue a written decision on the grievance, based on a preponderance of the evidence, no later than 30 days after its filing, including a notice to the complainant of their right to pursue further administrative or legal remedies.
- The person filing the grievance may appeal the decision of the Section 1557 Coordinator by writing to the (Administrator/Chief Executive Officer/Board of Directors/etc.) within 15 days of receiving the Section 1557 Coordinator's decision. The (Administrator/Chief Executive Officer/Board of Directors/etc.) shall issue a written decision in response to the appeal no later than 30 days after its filing.

The availability and use of this grievance procedure does not prevent a person from pursuing other legal or administrative remedies, including filing a complaint of discrimination on the basis of race, color, religion, sex, national origin, disability, sexual orientation, gender identity or expression, physical appearance, or age in court or with the U.S. Department of Health and Human Services, Office for Civil Rights. A person can file a complaint of discrimination electronically through the **Office for Civil Rights Complaint Portal**, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201.

Complaint forms are available at: **www.hhs.gov/ocr/office/file/index.html**. Such complaints must be filed within 180 days of the date of the alleged discrimination.

Montefiore will make appropriate arrangements to ensure that individuals with disabilities and individuals with limited English proficiency are provided auxiliary aids and services or language assistance services, respectively, if needed to participate in this grievance process. Such arrangements may include, but are not limited to, providing qualified interpreters, providing taped cassettes of material for individuals with low vision, or assuring a barrier-free location for the proceedings. The Section 1557 Coordinator will be responsible for such arrangements.

Continuation Coverage (COBRA)

If Retiree Health Plan for Registered Nurses coverage stops as a result of a "qualifying event" listed below, you and/or your eligible family members can elect continuation coverage under Retiree Health Plan for Registered Nurses coverage you had in effect at the time of the qualifying event.

The following table identifies "qualifying events" and the length of time you may elect to continue coverage.

If you are:	**And lose healthcare coverage due to one of the "qualifying events" shown below:**	**You can choose continuation coverage for up to:**
A covered spouse of a retired MMC registered nurse	• Divorce, legal separation or annulment • Death of retired registered nurse	36 months
A covered dependent child of a retired MMC registered nurse	• Your parents' divorce, legal separation or annulment • Death of retired registered nurse • You no longer meet the Plan's definition of dependent	36 months
If coverage terminates because MMC files for reorganization under Title 11 of the United States Code, or coverage is substantially eliminated during a period beginning one year before and ending one year after a reorganization, it can be continued for: • The lifetime of a covered retiree or surviving spouse or qualified domestic partner at the time of bankruptcy • 36 months after the death of the retired registered nurse for a dependent child or for a covered spouse who is not a surviving spouse at the time of the filing for reorganization.		

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 the 18-month coverage period for medical coverage is extended to 29 months as a result of disability, the premium- for the disabled family member will increase to 150% of the cost of coverage for the additional months.

You or your family members must notify the 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 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:

- The date you receive notice of your right to continue healthcare coverage

  or

- The date healthcare coverage stops, if later.

If you or a dependent initially waive 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 become eligible provided you pay the full required retroactive contributions on a timely basis.

You have 45 days after you elect COBRA continuation 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 premiums no later than the first day of each 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.

When the continuation period ends, healthcare benefits stop.

Continuation coverage may be cut short if:

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

  or

- Montefiore terminates all retiree health plans.

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, Inc.
COBRA Administration
P.O. Box 14055
Lexington, KY 40512-4055
877.502.6272

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.

NOTICE OF PRIVACY PRACTICES

About This Notice

Your privacy is very important to us, and we are committed to protecting health information that identifies you ("health information"). This Notice will tell you about the ways we may use and disclose health information. We also describe your rights and certain obligations we have regarding the use and disclosure of health information. We are required by law to maintain the privacy of health information that identifies you; give you this Notice of our legal duties and privacy practices with respect to your health information and follow the terms of our Notice that are currently in effect.

This Notice applies to health care services that you receive or are paid by The Montefiore Medical Center Employer Health & Welfare Plan ("the Plan"). "Health information" includes any individually identifiable information that we obtain from you or others that relates to your past, present or future physical or mental health, the health care you have received, or payment for your health care.

The Plan may partner with the institutions that are part of Montefiore Health System for its population health management program, as well as third parties for administrative services. The Plan may share your health information among these third parties for purposes of treatment,

payment and operations. All Montefiore Health System institutions will abide by the privacy requirements of this Notice, and all third parties with which we partner are required to have safeguards to protect your health information.

How We May Use and Disclose Health Information About You

FOR TREATMENT

We may use health information about you to provide you with medical treatment or services. We may disclose health information to doctors, nurses, technicians, medical students or other personnel who are involved in taking care of you. For example, a doctor treating you for a broken leg may need to know if you have diabetes, because diabetes may slow the healing process. We may also disclose health information to people outside of the Plan who may be involved in your medical care.

FOR PAYMENT

We may use and disclose health information so that we may process your claims for treatment and health care services, and to collect your contributions for the cost of coverage under the Plan. For example, we may need to give information about your treatment to a third-party administrator in order for the Plan to pay for that treatment.

FOR HEALTHCARE OPERATIONS

We may use and disclose health information for healthcare operations purposes. These uses and disclosures are necessary for the coordination of your care and for the improvement of the delivery to your care under our population-wide health improvement efforts. For example, we may use health information to review the treatment and services you receive to check on the performance of our staff in caring for you. performance of our staff in caring for you. We also may disclose information to doctors, nurses, technicians, medical students and other personnel for educational and learning purposes. We also may combine health information about many patients to decide what additional services we should offer, what services are not needed, and whether certain new treatments are effective.

FUNDRAISING ACTIVITIES

We may use certain information (name, address, telephone number or e-mail information, age, date of birth, gender, health insurance status, dates of service, department of service information, treating physician information or outcome information) to contact you for the purpose of raising money for Montefiore, and you will have the right to opt out of receiving such communications with each solicitation. The money raised will be used to expand and improve the services and programs we provide to the community. You are free to opt out of fundraising solicitations, and your decision will have no impact on your treatment or payment for services at Montefiore.

FAMILY AND FRIENDS INVOLVED IN YOUR CARE

If you do not object, we may release health information to a person who is involved in your medical care or helps pay for your care, such as a family member or close friend. We also may notify your family about your location, general condition or death, or disclose such information to an entity assisting in a disaster relief effort. We will allow your family and friends to act on your behalf to pick-up filled prescriptions, medical supplies, X-rays, and similar forms of health information, when we determine, in our professional judgment, that it is in your best interest to make such disclosures.

PATIENT DIRECTORY

If you do not object, we will include your name, hospital location, general condition (e.g. fair, stable, critical, etc.) and your religious affiliation in our Patient Directory while you are a patient in the hospital. This directory information, except for religion, may be released to people who ask for you by name. Your religious affiliation may be given to a member of the clergy, such as a priest or rabbi.

RESEARCH

Under certain circumstances, we may use and disclose health information for research purposes. For example, a research project may involve comparing the health and recovery of all patients who received one medication to those who received another, for the same condition. Before we use or disclose health information for research, however, the project will go through a special approval process, which balances the benefits of research with the patient's need for privacy.

Even without special approval, we may permit researchers to look at records to help them identify patients who may be included in their research projects or for similar purposes, so long as they do not remove or take a copy of any health information.

AS REQUIRED BY LAW

We will disclose health information when required to do so by international, federal, state or local law.

TO AVERT A SERIOUS THREAT TO HEALTH OR SAFETY

We may use and disclose health information when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, will be to someone who may be able to help prevent the threat.

BUSINESS ASSOCIATES

We may disclose health information to our business associates that perform functions on our behalf or provide us with services, if the health information is necessary for such functions or services. For example, we may use another company to perform billing services on our behalf. All of our business associates are obligated, under contract with us, to protect the privacy of your health information and are not allowed to use or disclose any health information other than as specified in our contract.

ORGAN AND TISSUE DONATION

If you are an organ or tissue donor, we may release health information to organizations that handle organ procurement or organ, eye or tissue transplantation or to an organ donation bank, as necessary, to facilitate organ or tissue donation and transplantation.

MILITARY AND VETERANS

If you are a member of the armed forces, we may release health information as required by military command authorities. We also may release health information to the appropriate foreign military authority if you are a member of a foreign military.

WORKERS' COMPENSATION

We may release health information for workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.

PUBLIC HEALTH RISKS

We may disclose health information for public health activities. These activities generally include disclosures to: a person subject to the jurisdiction of the FDA for purposes related to the quality, safety or effectiveness of an FDA-regulated product or activity; prevent or control disease, injury or disability; report births and deaths; report child abuse or neglect; report reactions to medications or problems with products; notify people of recalls of products they may be using; a person who may have been exposed to a disease or may be at-risk for contracting or spreading a disease or condition; and the appropriate government authority if we believe a patient has been the victim of abuse, neglect or domestic violence and the patient agrees or we are required or authorized by law to make such disclosure.

HEALTH OVERSIGHT ACTIVITIES

We may disclose health information to a health oversight agency for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections and licensure. These activities are necessary for the government to monitor the health care system, government programs and compliance with civil rights laws.

LAWSUITS AND DISPUTES

If you are involved in a lawsuit or a dispute, we may disclose health information in response to a court or administrative order. We also may disclose health information in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

LAW ENFORCEMENT

We may release health information if asked by a law enforcement official for the following reasons: in response to a court order, subpoena, warrant, summons or similar process; limited information to identify or locate a suspect, fugitive, material witness or missing person; about the victim of a crime under certain limited circumstances; about a death we believe may be the result of criminal conduct; about criminal conduct on our premises; and in emergency circumstances to report a crime, the location of the crime or victims, or the identity, description or location of the person who committed the crime.

NATIONAL SECURITY AND INTELLIGENCE ACTIVITIES AND PROTECTIVE SERVICES

We may release health information to authorized federal officials for intelligence, counter-intelligence, and other national security activities authorized by law. We also may disclose health information to authorized federal officials so they may conduct special investigations and provide protection to the President, other authorized persons and foreign heads of state.

CORONERS, MEDICAL EXAMINERS AND FUNERAL DIRECTORS

We may release health information to a coroner, medical examiner or funeral director so that they can carry out their duties.

INMATES

If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may release health information to the correctional institution or law enforcement official. This release would be if necessary (1) for the institution to provide you with health care; (2) to protect your health and safety or the health and safety of others; or (3) for the safety and security of the correctional institution.

How to Learn About Special Protections For HIV, Alcohol and Substance Abuse, Mental Health and Genetic Information

Special privacy protections apply to HIV-related information, alcohol and substance abuse information, mental health information and genetic information. Some parts of this general Notice of Privacy Practices may not apply to these types of information. If your treatment involves this information, you may contact the Privacy Officer for more information about the protections.

Other Uses of Health Information

Other uses and disclosures of health information not covered by this Notice or the laws that apply to us will be made only with your written permission. This includes most uses and disclosures of psychotherapy notes, unless the disclosure is required by law and for other limited purposes. It also includes disclosure of your health information that would constitute a "sale" of the information, and includes use and disclosure of your health information for marketing purposes when the Plan is being paid by a third party to make the marketing communication. You may revoke your permission at any time by submitting a written request to our Privacy Officer, except to the extent that we acted in reliance on your permission.

Your Rights Regarding Health Information About You

You have the following rights, subject to certain limitations, regarding health information we maintain about you:

RIGHT TO INSPECT AND COPY

You have the right to inspect and copy health information that may be used to make decisions about your care or payment for your care. We may charge you a fee for the costs of copying, mailing or other supplies associated with your request. Upon request, we will provide you with an electronic copy of the health information that we maintain electronically.

RIGHT TO REQUEST AMENDMENTS

If you believe that the health information we have is incorrect or that important information is missing, you may ask us to correct the records. This request, along with your reason, must be submitted in writing, to the Privacy Officer at the address provided at the end of this notice. You have the right to request an amendment for as long as the information is kept by or for the Plan. We may deny your request if we determine that the record is accurate.

RIGHT TO AN ACCOUNTING OF DISCLOSURES

You have the right to request a list of other persons or organizations to whom we have disclosed your health information. The list does not include information about certain disclosures, including disclosures made to you or authorized by you, or disclosures for treatment, payment or operations. The first list you request within a 12-month period will be free. For additional lists, we may charge you for the costs of providing the list.

RIGHT TO REQUEST RESTRICTIONS

You have the right to request a restriction or limitation on the health information we use or disclose for treatment, payment, or health care operations. You also have the right to request a limit on the health information we disclose about you to someone who is involved in your care or the payment for your care, like a family member or friend. We are not required to agree to your request, except for certain disclosures to health plans as noted below. If we agree, we will comply with your request unless we terminate our agreement or the information is needed to provide you with emergency treatment.

RIGHT TO REQUEST CONFIDENTIAL COMMUNICATIONS

You have the right to request that we communicate with you about medical matters in a more confidential way or at a certain location. For example, you can ask that we only contact you by mail or at work.

Your request must specify how or where you wish to be contacted. We will accommodate reasonable requests, but we must grant reasonable requests if you tell us you would be in danger if we do not.

RIGHT TO CHOOSE SOMEONE TO ACT FOR YOU

You have the right to give someone medical power of attorney or, if someone if your legal guardian, that person can exercise your rights and make choices about your health information. We will make sure the person has this authority and can act before we take any action.

RIGHT TO NOTIFICATION OF A BREACH OF YOUR HEALTH INFORMATION

If there is improper access, use or disclosure of your health information that meets the legal definition of a "Breach" of your health information, we will notify you in writing.

RIGHT TO A PAPER COPY OF THIS NOTICE

You have the right to a paper copy of this Notice, even if you have agreed to receive this Notice electronically. You may request a copy of this Notice at any time. You may obtain a copy of this Notice at our web site, **www.montefiore.org**.

HOW TO EXERCISE YOUR RIGHTS

To exercise your rights described in this Notice, send your request, in writing, to our Privacy Officer at the address listed at the end of this Notice. To obtain a paper copy of our Notice, contact our Privacy Officer by phone or mail.

CHANGES TO THIS NOTICE

We reserve the right to change this Notice. We reserve the right to make the revised or changed Notice effective for health information we already have as well as any health information we receive in the future. We will post a copy of the current Notice in the Human Re- sources office and on our website. The end of our Notice will contain the Notice's effective date.

COMPLAINTS

If you believe your privacy rights have been violated, you may file a complaint with the Plan or with the Secretary of the Department of Health and Human Services. To file a complaint with the Plan, contact our Privacy Officer at the address listed at the end of this notice. You will not be penalized for filing a complaint.

To file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights send a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, call 1.877.696.6775, or visit **www.hhs.gov/ocr/privacy/hipaa/complaints/**.

Questions

If you have a question about this Privacy Notice, please contact:

Privacy Officer
Montefiore Health System
555 South Broadway
Tarrytown, New York 10591
Phone: 718.920.8239
Email: privacyofficer@montefiore.org
Website: **www.montefiore.org**
Effective date: March 1, 2017

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

If you receive medical care in New York, a State law imposes an 8.18% surcharge on certain medical expenses. Montefiore pays this surcharge directly to the State for you. If you receive a bill that itemizes the surcharge, do not pay the surcharge. 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. Neither Medicare nor the Claims Administrator will reimburse you for this charge. If you 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 surcharge has been paid to the State.

Subrogation

The Plan does not cover expenses for services or supplies which a third party is required to pay because of a negligent or wrongful act. However, the Plan will advance payment on account of Plan benefits.

This provision applies if you and/or your covered dependent(s) 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 Medical Center Health Plan for Retired Registered Nurses 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 dependents for healthcare 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

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, Montefiore Medical Center Health Plan for Retired Registered Nurses is required to pay benefits directly to the child, the child's 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.

Termination of Coverage

Montefiore Medical Center Health Plan for Retired Registered Nurses coverage stops on the date:

- the Plan is terminated
- Montefiore withdraws from participation in the plan

  or

- you stop making any required contributions.

If your coverage stops, your dependents' coverage stops too. If a dependent no longer qualifies as an eligible family member, healthcare coverage ends on the last day of the calendar year.

Retiree Life Insurance

Retiree Life Insurance is provided through The Montefiore Medical Center Employer Health & Welfare Benefit Plan. It is designed to pay a life insurance benefit to your beneficiary if you die while coverage is in effect.

Glossary of Key Terms

Beneficiary – The person or persons you name to receive your Retiree Life Insurance benefits. You may name anyone as your beneficiary and can change your choice at any time and for any reason – unless you have assigned your life insurance policy. 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.

Plan Benefits

The amount of life insurance that continues during retirement depends on whether you retire at 65 or older, or before age 65.

If you retire:	**This amount of life insurance continues during retirement:**
At age 65 or older	· 50% of your life insurance coverage in effect on the day before you retire *or* · $25,000 . . . whichever is less – but in no case less than $5,000. On each subsequent January 1, your life insurance is reduced by 10% of the coverage you received when you retired – subject to a minimum benefit of $5,000.
Before age 65	$2,000 without reduction

Payment of Benefits

The full amount of your Retiree 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 State Insurance Department of New York approval, 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.

Accelerated Benefit

Your Retiree Life Insurance coverage includes an "accelerated benefit." This feature permits you to request payment of up to 75% of your Retiree Life Insurance ($7,500 maximum payment) 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 $10,000 of Retiree Life Insurance and request and receive an accelerated benefit of $7,500. Following your death, your beneficiary will receive $2,500.

The accelerated benefit you receive is currently not subject to income taxes

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

Your Retiree Life Insurance coverage stops if the Retiree Life Insurance portion of The Montefiore Medical Center Employer Health & Welfare Benefit Plan is terminated for any reason.

Conversion Privilege

If Retiree Life Insurance coverage is reduced or terminated, you can convert all or part of the difference to an individual policy without having to provide evidence of insurability to the insurance company.

To convert your coverage, you must apply for conversion and pay the first premium within 31 days after coverage would otherwise end. The individual policy can be any type of permanent life insurance customarily issued by the insurance company – including term insurance for up to one year, but not including a life insurance policy with disability, accidental death benefits or any other additional benefits.

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 have assigned your Retiree Life Insurance, the person to whom you have assigned coverage has conversion rights.

Assignment of Life Insurance

You may make an irrevocable assignment of the total amount of your Retiree Life Insurance coverage for any reason other than to provide collateral for a loan. This means you give up all rights, title and interests – both present and future – to this insurance even though it is your life that is insured. You cannot later revoke the assignment.

The person to whom you assign your insurance has the absolute and continuing right to name beneficiaries, convert to individual coverage, or exercise any other privileges which would have otherwise been available to you. 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.

If you assigned your life insurance while you were an active registered nurse, your assignment continues to apply during your retirement.

ERISA Additional Information

This section contains information about how the Montefiore Medical Center Health Plan for Retired Registered Nurses and The Montefiore Medical Center Employee Health & Welfare Benefit Plan 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 ERISA. If there are any discrepancies between the information contained in this SPD and the official written Plan documents, the Plan documents will govern.

Plan Sponsor

The sponsor of the Montefiore Medical Center Health Plan for Retired Registered Nurses and The Montefiore Medical Center Employee Health & Welfare Benefit Plan is:

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

Plan Administrator

The Plan Administrator for the Montefiore Medical Center Health Plan for Retired Registered Nurses and The Montefiore Medical Center Employee Health & Welfare Benefit Plan is:

Vice President, Human Resources
Montefiore Medical Center
111 East 210th Street
Bronx, NY 10467-2490
914.349.8531

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 under the Montefiore Medical Center Health Plan for Retired Registered Nurses and/or The Montefiore Medical Center Employee Health & Welfare Benefit Plan. 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:
Medical	Empire BlueCross BlueShield PO Box 1407, Church Street Station New York, NY 10008-1407 **866.236.6748**
Prescription Drugs	Express Scripts 100 Parsons Pond Road Franklin Lane, NJ 07417-2603 **800.631.7780**
Life Insurance	Securian Financial Group, Inc. Group Insurance 400 Robert Street North St. Paul, MN 55101-2098 **888.658.0193**

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 Claims Administrator 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 Claims Administrator 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 Claims Administrator 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 Claims Administrator will notify you of the decision within 30 days after receipt of your appeal.

If your appeal involves a post-service claim, the Claims Administrator 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 Claims Administrator 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 Claims Administrator has the authority to make final decisions with respect to paying claims.

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 may be served on the Plan Administrator, who is the Vice President, Human Resources, Montefiore Medical Center, 111 East 210th Street, Bronx, New York 10467-2490 and, in addition, on the Plan Trustee and/or the insurance company.

Plan Trustee

Retiree Health Plan benefits are paid by a third party administrator from a trust fund, which is approved under Section 501(c)(9) of the Internal Revenue Code. Life insurance benefits are paid by an insurance company and are not funded through the trust.

The Trustees for the Montefiore Medical Center Health Plan for Retired Registered Nurses is:

Senior Vice President and General Legal Counsel
and
Senior Vice President, Finance
Montefiore Medical Center
111 East 210th Street
Bronx, New York 10467-2490
718. 920.7602

Union Agreement

The benefits described in this book are provided to retired registered nurses in conjunction with a collective bargaining agreement between Montefiore Medical Center and the following union representing active registered nurses:

New York State Nurses Association
P.O. Box 12-430
Albany, New York 12212.

Copies of the collective bargaining agreement are distributed or made available to those covered by the agreement and to any other registered nurse or retiree who submits a written request for a copy to the union or to the Vice President, Human Resources.

Administrative Information

Official Plan Name	**Claims Administrator/ Insurance Company**	**Plan Number**	**Plan Funding**
The Montefiore Medical Center Health Plan for Retired Registered Nurses			
Hospital and Medical/Surgical benefits	Empire BlueCross BlueShield PO Box 1407, Church Street Station New York, NY 10008-1407 866.236.6748	503	Retiree and Montefiore contributions
Prescription Drugs	Express Scripts 100 Parsons Pond Road Franklin Lane, NJ 07417-2603 800.631.7780	503	Retiree and Montefiore contributions
The Montefiore Medical Center Employee Health & Welfare Benefit Plan (the "Plan")			
Life Insurance Benefits	Securian Financial Group, Inc. Group Insurance 400 Robert Street North St. Paul, MN 55101-2098 **888.658.0193**	501	Montefiore contributions

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
Prescription Drug	Welfare providing prescription drug benefits	January 1 to December 31
Life Insurance	Welfare providing life insurance benefits	January 1 to December 31

Plan Documents

This Summary Plan Description (SPD) describes only the highlights of the Montefiore Medical Center Health Plan for Retired Registered Nurses and The Montefiore Medical Center Employee Health & Welfare Benefit Plan and does not attempt to cover all details. These are contained in the Plan documents, trust agreements, and/or insurance company contracts, which legally govern the plans and which are controlling in the event of a conflict with this SPD. These documents, as well as the annual report of each Plan's operation and each Plan's description, as 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 Plan member or qualified beneficiary within 30 days at a nominal cost.

Plan Continuation

Subject to collective bargaining, Montefiore expects and intends to continue the Montefiore Medical Center Health Plan for Retired Registered Nurses and The Montefiore Medical Center Employee Health & Welfare Benefit Plan indefinitely, but reserves the right to change, modify or terminate the Plans, through its Board of Trustees, in whole or in part, at any time and for any reason subject to collective bargaining.

If Medical benefits are terminated, you will not have the right to any benefits or have any further rights – other than payment of covered expenses you had incurred before the coverage terminated.

Montefiore does not guarantee the continuation of any benefits at or during retirement, nor do they guarantee any specific level of benefits. If Montefiore withdraws from the Plan, 60 days notification must be given prior to the effective date of withdrawal. Contributions to the Plan will continue during this period.

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

The benefits provided by the Montefiore Medical Center Health Plan for Retired Registered Nurses and The Montefiore Medical Center Employee Health & Welfare Benefit Plan 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 work sites 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 the 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 or a covered dependent loses coverage under the Montefiore Medical Center Health Plan for Retired Registered Nurses. 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 your 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**.