



# **Chicago Sporting Events**

Plan Unit 117

## Summary Plan Description Your Health and Welfare Benefits

## Your Fund is taking care of you during the national coronavirus emergency!

Until the end of the national coronavirus (COVID-19) emergency as declared by the Department of Health and Human Services, you will not pay any cost-sharing (copays, deductibles, or coinsurance) for:

- Medically appropriate COVID-19 testing that is ordered by a healthcare provider. ("Testing" includes both tests to determine if you currently have the virus, or if you have antibodies to the virus.) In addition, if the primary purpose is to get the testing, you will not pay any cost-sharing for items and services related to the test, including, for example, in-person or telehealth office visits, urgent care center visits, and emergency room visits. However, your normal cost-sharing applies to visits, items, and services (other than the COVID-19 test), if the primary purpose of your visit isn't to get or determine if you need to get a COVID-19 test.
- Medically necessary treatment of COVID-19. All other Plan rules remain in effect, including what's not covered. Remember, the Fund will not pay amounts over the allowable charge if you use a non-network provider, you may have to pay those amounts even though you won't have to pay your cost-sharing.

When the Department of Health and Human Services declares the national emergency related to the coronavirus (COVID-19) has ended, the temporary special benefit changes your Fund made to support you and your family during the national emergency will also end. After the national emergency is over, the regular Plan rules (including what cost-sharing you must pay, network requirements, and what's not covered) apply to medically appropriate COVID-19 testing and medically necessary treatment of COVID-19.

Unless extended by the Trustees, effective January 1, 2021, your regular Plan rules (including cost-sharing) will apply to telehealth services. (Prior to then, the Plan pays 100% of the cost of covered network telehealth services.)

Because of the pandemic, you generally have more time to do certain things, like file or appeal a claim, enroll your new dependent, or elect COBRA and make COBRA payments. Call us at (800) 419-HERE (4373) for more information.

#### UNITE HERE HEALTH

Summary Plan Description Chicago Sporting Events Plan Unit 117

Effective October 1, 2020

This Summary Plan Description supersedes and replaces all materials previously issued.

This booklet contains a summary in English of your plan rights and benefits under UNITE HERE HEALTH. If you have difficulty understanding any part of this booklet, you can visit or contact the Chicago regional office at 218 South Wabash Avenue, Suite 800, Chicago, IL 60604. You may also call UNITE HERE HEALTH at (800) 419-HERE (4373) (TTY: (855) 386-3889 or (855) FUNDTTY) for assistance.

Este folleto contiene un resumen en inglés de sus derechos y beneficios de su plan bajo UNITE HERE HEALTH. Si usted tiene problemas entendiendo cualquier parte de este folleto, usted puede visitar o contactar la oficina regional en Chicago en 218 Wabash Avenue, Suite 800, Chicago, IL 60604. Usted también puede llamar a UNITE HERE HEALTH al (800) 419-HERE (4373) (TTY: (855) 386-3889 o (855) FUNDTTY) para asistencia.

本手冊以英文簡要介紹 UNITE HERE HEALTH 計畫的權利及福利。如果您無法了解本手冊的任何內容,請造訪或聯絡 Chicago 地區辦事處 218 South Wabash Avenue, Suite 800, Chicago, IL 60604。您可以致電 UNITE HERE HEALTH (800) 419-HERE (4373) (TTY(聽障專線): (855) 386-3889 或 (855) FUNDTTY) 尋求協助。

#### **Table of Contents**

Using this book
How can I get help?
How do I get the most from my benefits?
Summary of benefits
Prior authorization program
Medical benefits
Prescription drug benefits
Dental benefits
Vision benefits
Life and AD&D benefits
John Wilhelm Scholarship
General exclusions and limitations E-1
Coordination of benefitsF-1
Subrogation F-7
Eligibility for coverage
Termination of coverage
Reestablishing eligibility
COBRA continuation coverage
Claim filing and appeal provisions H-1
Definitions I-1
Other important information
Your rights under ERISA
UNITE HERE HEALTH Board of Trustees

## Using this book

#### Learn:

- ➤ What UNITE HERE HEALTH is.
- > What this book is and how to use it.

#### Please take some time to review this book.

If you have dependents, share this information with them, and let them know where you put this book so you and your family can use it for future reference.

#### What is UNITE HERE HEALTH?

UNITE HERE HEALTH (the Fund) was created to provide benefits for you and your covered dependents. UNITE HERE HEALTH serves participants working for employers in the hospitality industry and is governed by a Board of Trustees made up of an equal number of union and employer trustees. Each employer contributes to UNITE HERE HEALTH according to a specific contract, called a Collective Bargaining Agreement (CBA), between the employer and the union.

Your coverage is being offered under Plan Unit 117 (Chicago Sporting Events), which has been adopted by the Trustees of UNITE HERE HEALTH to provide medical and other health and welfare benefits through the Fund. Other SPDs explain the benefits for other Plan Units, including Plan Unit 114A (Chicago Hotels) and Plan Unit 114D (Chicago Restaurants).

#### What is this book and why is it important?

This book is your Summary Plan Description (SPD). Your SPD helps you understand what your benefits are and how to use your benefits. It is a summary of the Plan's rules and regulations and describes:

- What your benefits are.
- How you become eligible for coverage.
- When your dependents are covered.
- Limitations and exclusions.
- How to file claims.
- How to appeal denied claims.

In the event of a conflict between this Summary Plan Description and the Plan Document governing the Plan, the Plan Document will govern.

No contributing employer, employer association, labor organization, or any person employed by one of these organizations has the authority to answer questions or interpret any provisions of this Summary Plan Description on behalf of the Fund.

#### How do I use my SPD?

This SPD is broken into sections. You can get more information about different topics by carefully reading each section. A summary of the topics is shown at the start of each section. When you have questions, you should contact the Fund at **(800) 419-4373**. The Fund can help you understand how your benefits work.

Read your SPD for important information about what your benefits are, how your benefits are paid, and what rules you may need to follow. You can find more information about a specific benefit in the applicable section. For example, you can get more information about your medical benefits in the section titled "Medical benefits." If you want to know more about your life or AD&D benefits, read the section titled "Life and AD&D benefits."

Some terms are defined for you in the section titled "Definitions" starting *on page I-2*. The SPD will also explain what some commonly used terms mean. When you have questions about what certain words or terms mean, contact the Fund at **(800) 419-4373**.

#### How can I get help?

#### UNITE HERE HEALTH

218 South Wabash Avenue, Suite 800 Chicago, IL 60604 (800) 419-HERE (4373) or (855) 386-3889 (TTY) www.uhh.org

#### Call the Fund:

- When you have questions about your benefits.
- When you have questions about your eligibility for enrollment or benefits.
- When you have questions about self-payments.

- To update your address.
- To report changes in your family status, such as divorce or a new child.
- To request new ID cards.
- To get forms or a new SPD.

You can also visit <u>www.uhh.org</u> to sign up for the member portal and get forms, an electronic copy of your SPD, and other important information.

This booklet contains a summary in English of your plan rights and benefits under UNITE HERE HEALTH. If you have difficulty understanding any part of this booklet, you can visit or contact the Chicago regional office at 218 South Wabash Avenue, Suite 800, Chicago, IL 60604. You may also call UNITE HERE HEALTH at (800) 419-HERE (4373) (TTY: (855) 386-3889 or (855) FUNDTTY) for assistance.

Este folleto contiene un resumen en inglés de sus derechos y beneficios de su plan bajo UNITE HERE HEALTH. Si usted tiene problemas entendiendo cualquier parte de este folleto, usted puede visitar o contactar la oficina regional en Chicago en 218 Wabash Avenue, Suite 800, Chicago, IL 60604. Usted también puede llamar a UNITE HERE HEALTH al (800) 419-HERE (4373) (TTY: (855) 386-3889 o (855) FUNDTTY) para asistencia.

本手冊以英文簡要介紹 UNITE HERE HEALTH 計畫的權利及福利。如果您無法了解本手冊的任何內容,請造訪或聯絡 Chicago 地區辦事處 218 South Wabash Avenue, Suite 800, Chicago, IL 60604。您可以致電 UNITE HERE HEALTH (800) 419-HERE (4373) (TTY(聽障專線): (855) 386-3889 或 (855) FUNDTTY) 尋求協助。

# How do I get the most from my benefits?

#### Learn:

- ➤ How to get free medical care.
- ➤ Why you should get a primary care provider.
- > Why you should get preventive healthcare.
- ➤ How to reduce your costs for urgent care.
- > Why you should get prior authorization for your care.
- ➤ How to use network providers to save time and money.

#### Get free medical care

#### Use the UNITE HERE HEALTH—Health Center (Health Center) services

#### UNITE HERE HEALTH—Health Center (Chicago)

218 South Wabash, 4<sup>th</sup> Floor Chicago, IL 60604 (312) 768-5500—Medical care (312) 736-3397—Pharmacy

(Located in the same building as the Fund and Local 1 offices)

The services at the UNITE HERE HEALTH—Health Center (Health Center) are available at no cost to you. These free services currently include primary care services and laboratory services associated with a primary care visit. Pediatric primary care visits are not available. The services available at the Health Center may change from time to time. Be sure to call the Fund at (800) 419-4373 to find out what services are currently available. Call the Health Center at (312) 768-5500 for an appointment.

You can also get FREE smart formulary prescription drugs and certain over-the-counter (OTC) drugs (with a prescription), up to a 90-day supply, at the UNITE HERE HEALTH—Health Center in Chicago and at the free pharmacy at Presence Resurrection Medical Center.

Tour FREE Pharmacles			
UNITE HERE HEALTH—	Free Pharmacy at Presence Resurrection		
HEALTH CENTER	Medical Center		
218 S. Wabash, 4 <sup>th</sup> Floor	7447 W. Talcott Ave.		
Chicago, IL 60604	Professional Building		

Chicago, IL 60631 (773) 792-5030

(Located in the same building as the Fund and Local 1 offices)

(312) 736-3397

#### Get free urgent care at Physicians Immediate Care (PIC) in Illinois

You pay \$0 for urgent care at PIC locations in Illinois. If you go to any other network urgent care clinic, including PIC locations in Indiana, you pay \$30. Remember, you pay less if you use a network urgent care clinic instead of using an emergency room for non-emergency care.

Physicians Immediate Care (800) 419-4373 www.uhh.org

#### Get a primary care provider

You and each of your dependents should have a primary care provider (also called a "PCP"). You should get to know your PCP so he or she can help you get, and stay, healthier. Your PCP can help you find potential problems as early as possible and coordinate your specialist care.

Your PCP also helps you keep track of when you need preventive healthcare.

✓ If you use an AMITA Health PCP, you will not have a copay for covered care provided in the PCP's office. You can call the Fund at (800) 419-4373 to get help finding a PCP or a specialist.

#### Get preventive healthcare

Your Plan pays 100% for most types of preventive healthcare when you use network providers. Getting preventive healthcare helps you stay healthy by looking for signs of serious medical conditions. If preventive healthcare or tests show there is a problem, the sooner you get diagnosed, the sooner you can start treatment. *Be sure to use a network provider.* The Plan won't pay for preventive healthcare if you use a non-network provider.

See pages *D-5*, *D-17*, and *I-6* for more information about preventive healthcare.

#### Re-think emergency room care

Is it really an emergency? If not, you may pay less when you go to an urgent care center or your PCP for non-emergencies. *See page A-6* to find out how to get free urgent care at an Illinois PIC location.

✓ If you need emergency care, call 911 or go to the nearest emergency room.

#### Get prior authorization for your care

You or your provider must get prior authorization before you get certain types of care.

✓ Call MCM at (800) 367-9938.

#### Use network providers

#### Reduce your costs with a network provider

Generally, no Plan benefits are payable for medical care or prescription drugs if you choose a non-network provider.

If the Plan does pay benefits for non-network care, you usually pay less out-of-pocket if you choose a network provider than if you choose non-network care. You only have to pay the difference between the network provider's discounted rate (the allowable charge) and what this Plan pays for covered services. The network provider cannot charge you for the difference between the allowable charge and his or her actual charges for your covered expenses (sometimes called balance billing).

#### How do I stay in the medical network?

✓ Generally, no Plan benefits are payable for medical care (including mental health/substance abuse care) if you choose a non-network provider. If you are admitted to a non-network hospital, call (800) 367-9938. The Fund will help transfer you to a network hospital. Remember, only emergency non-network care is covered—no non-network care is covered once you can be moved to a network hospital.

Blue Cross and Blue Shield of Illinois (BCBSIL) provides access to your medical network.

	If you (the employee) live INSIDE the BlueChoice network area	If you (the employee) live OUTSIDE the BlueChoice network area
Your network for care INSIDE Illinois	BCBSIL BlueChoice	BCBSIL PPO
Your network for care OUTSIDE Illinois	BlueCard PPO	BlueCard PPO

- ➤ Except in emergencies, Plan benefits for medical care will only be paid if you use a network provider (*see page D-3* for certain other exceptions).
- ➤ You can save even more money by going green, using an AMITA Health System provider (AMITA Health provider). Most covered outpatient care is provided at no or little cost to you when you use an AMITA Health provider.

- ➤ The AMITA Health System (Green Network) includes Saint Anthony Hospital in Chicago and Little Company of Mary Hospital in Evergreen Park. You can find a provider in the Green Network by calling (800) 419-4373 or visiting <a href="https://www.uhh.org">www.uhh.org</a>.
- If you (the employee) live inside the BlueChoice network area, your network for care inside Illinois is the BlueChoice network. For care provided outside Illinois, the BlueCard program provides access to a national network of doctors, hospitals, and other healthcare providers.
  - ➤ If you live inside the BlueChoice network area, and your covered dependent lives in Illinois but outside the BlueChoice network area, your dependent may be able to use BCBSIL PPO providers and pay the BlueChoice copays. Be sure to call the Fund at (800) 419-4373 if this situation applies to you.

BlueChoice Network Area*					
Chicago Area Counties Quad Cities Area Counties					unties
Cook	Kane	Lake	Bureau	Henry	Warren
DuPage	Kankakee	McHenry	Hancock	Mercer	Whiteside
Grundy	Kendall	Will	Henderson	Rock Island	

<sup>\*</sup> The BCBSIL BlueChoice network area may change from time to time.

• If you (the employee) live outside the BlueChoice network area, your network for care inside Illinois is the BCBSIL PPO network. For care outside Illinois, the BlueCard program provides access to a national network of doctors, hospitals, and other healthcare providers.



Please call the Fund with questions about your benefits: (800) 419-4373

#### **Medical Benefits**

In general, what you pay for medical care is based on what kind of care you get, where you get your care, and whether you go to a network or a non-network provider. Generally, no Plan benefits are payable for medical care if you don't use a Green or Blue network provider. You will usually pay less if you use a Green (AMITA Health) network provider.

	If you (the employee) live INSIDE the BlueChoice network area	If you (the employee) live OUTSIDE the BlueChoice network area
Your network for care INSIDE Illinois	BCBSIL BlueChoice	BCBSIL PPO
Your network for care OUTSIDE Illinois	BlueCard PPO	BlueCard PPO

See page A-8 for more information about the BlueChoice network area.

This section shows what you pay for your care (called your "cost-sharing"). You pay any copays, your coinsurance share, any amounts over a maximum benefit, and expenses that are not covered, including any charges that are more than the allowable charge when you use a non-network provider (see page I-2).

If you do not call MCM at (800) 367-9938 for prior authorization, your claim could be denied entirely. See *page C-2* for more information.

MEDICAL BENEFITS—What You Pay			
	Green Network (AMITA Health)	Blue Network	Non-Network
Cal	endar Year Deducti	bles	
Calendar Year Deductible		None	
Office Visits			
All Services at the UNITE HERE HEALTH-Health Center are FREE!			
Preventive Healthcare Services— see page D-5 and page I-6	\$0	\$0	Not covered (except for non- hospital grade breast pumps and related supplies)
Primary Care Provider (PCP) Office Visit	\$0 copay/visit	\$10 copay/visit	Not covered
Specialist Visit	\$10 copay/visit	\$20 copay/visit	Not covered

MEDICAL BENEFITS—What You Pay				
	Green Network (AMITA Health)	Blue Network	Non-Network	
Mental Health/Substance Abuse Office Visit	\$0 copay/visit	\$10 copay/visit	Not covered	
Acupuncture— up to 12 visits per person each calendar year	\$10 cop	ay/visit	Not covered	
Chiropractic Care— up to 24 visits per person each calendar year	\$10 cop	ay/visit	Not covered	
Routine Podiatry Visits— up to 4 visits per person each calendar year	\$10 cop	ay/visit	Not covered	
Non-Routine Podiatry	\$10 copay/visit	\$20 copay/visit	Not covered	
<b>Emergency and Urgent Care</b>			1	
Physicians Immediate Care (PIC) Illinois locations	\$(	)	Not applicable	
Other Urgent Care Center	\$30 cop	ay/visit	Not covered	
Emergency Room Treatment— copay waived if admitted	\$100 copay/visit	\$200 copay/visit	\$200 copay/visit	
Professional Ambulance Transportation to a Hospital— copay waived if admitted	\$50 copay/trip			
Professional Ambulance Transportation between Hospitals		\$0		
Lab & Imaging Services				
Laboratory Services				
Non-Hospital	\$0	\$0	\$0 Only services billed	
Hospital Outpatient	\$30 copay/visit	\$30 copay/visit	by an independent lab are covered	
Radiology, X-ray, Ultrasound, and Fetal Monitoring				
Non-Hospital	\$0	\$10 copay/visit	Not covered	
Hospital Outpatient	\$0	\$50 copay/visit		
Diagnostic Imaging, Cardiac Testing, and Radiation Therapy				
Non-Hospital	\$0	\$100 copay/visit	Not covered	
Hospital Outpatient	\$0	\$150 copay/visit		

MEDICAL BENEFITS—What You Pay				
	Green Network (AMITA Health)	Blue Network	Non-Network	
Outpatient Services				
Outpatient Surgery				
Non-Hospital	\$0	\$100 copay/visit	Not covered	
Hospital Outpatient	\$0	\$200 copay/visit		
Physical, Speech, and Occupational Therapy				
Non-Hospital	\$0	\$10 copay/visit	Not covered	
Hospital Outpatient	\$30 copay/visit	\$30 copay/visit		
Infusion Medication, Chemotherapy and Kidney Dialysis				
Non-Hospital	\$0	)	Not covered	
Hospital Outpatient	\$100 cop	oay/visit		
Habilitative Therapy for Children with Autism Spectrum Disorder— certain limits apply (see page D-7)	\$10 copay/day	\$10 copay/day	Not covered	
Diabetes Education	\$0 copay/visit		Not covered	
Nutritional Counseling— up to 4 visits per person each calendar year	\$0 copay/visit		Not covered	
Inpatient Treatment				
Inpatient Hospitalization	\$150 copay/day (up to \$300 per	\$250 copay/day (up to \$500 per	\$250 copay/day (up to \$500 per admission)  ONLY emergency treatment is	
Inpatient Hospitalization for Mental Health/Substance Abuse Treatment (including residential treatment)	admission)	admission)	covered until per- son can be trans- ferred to a network provider	
Skilled Nursing Facility— up to 60 days per person each calendar year	\$50 copay/day (up to \$250 per admission)	\$100 copay/day (up to \$500 per admission)	Not covered	
Other Services and Supplies				
Podiatric Orthotics — up to \$500 per person every 24 months	\$0 сора	y/visit	Not covered	

MEDICAL BENEFITS—What You Pay			
	Green Network (AMITA Health)	Blue Network	Non-Network
Sleep Studies	\$50 cop	ay/visit	Not covered
Home Healthcare Services— up to 60 visits per person each calendar year	\$10 copay/visit	\$20 copay/visit	Not covered
Hospice Care	\$0 Not covered		
Partial Hospitalization, Intensive Outpatient or Ambulatory Detoxification Treatment	\$0		
Durable Medical Equipment	20	%	Not covered
Travel and Lodging— see page D-9 for information	Plan pays 100% up to \$10,000 per episode of care, including up to \$250 per day for lodging and meals		
Medical Foods— see page D-9 for information	Plan reimburses you 100%		
All Other Covered Expenses	20% 20% Not covered		

#### Commencement of Legal Action

Neither you, your beneficiary, nor any other claimant may commence a lawsuit against the Plan (or its Trustees, providers or staff) for benefits denied until the Plan's internal appeal procedures have been exhausted. This requirement does not apply to your rights to an external review by an independent review organization (IRO) under the Affordable Care Act.

If you finish all internal appeals and decide to file a lawsuit against the Plan, that lawsuit must be commenced no more than 12 months after the date of the appeal denial letter. If you fail to commence your lawsuit within this 12-month time frame, you will permanently and irrevocably lose your right to challenge the denial in court or in any other manner or forum. This 12-month rule applies to you and to your beneficiaries and any other person or entity making a claim on your behalf.

Prescription Drug Benefits—What You Pay				
Formulary Prescription Drug Benefits	Per Prescription			
What You Pay for Smart Formulary Drugs at the UNITE HERE HEALTH - Health Center and the Presence Resurrection Medical Center Free Pharmacy Only (up to a 90-day supply)				
Prescription Drugs — excluding select brand drugs				
Select Brand Drugs*		50%		
What You Pay at All Other Network Pharmacies and Mail Order	Retail Pharmacy Mail Order up to a 34-day supply up to a 90-day supply			
Formulary Prescription Drug Benefits	Per Pro	escription		
Preventive Healthcare Services Drugs— See page I-6	\$0			
Generic Drugs		\$5		
Preferred Brand Name Drugs		\$15		
Non-Preferred Brand Name Drugs	,	\$30		
Select Specialty and Select	Not covered	Generic	Brand	
Biosimilar Drugs*	INOL COVERED	\$5	25%	
Non-Formulary Prescription Drugs and Supplies	Not covered, unless an exception is approved			

<sup>\*</sup> Current pharmacy benefit provider will actively manage and determine drugs in tier. Specialty drugs are only available through the specialty mail order pharmacy.

Out-of-Pocket Limits (Network Expenses Only)			
The most you pay out-of-pocket for deductibles, copays, and co- insurance for certain covered network medical and prescription drug expenses in a calendar year	\$6,350 per person & \$12,700 per family		

Dental Benefits — What You Pay			
	CIGNA DPPO Advantage Network Providers	Non-Network Providers	
Calendar Year Deductible The deductible does not apply to diagnostic and preventive services	\$50 per person 8	⅔ \$150 per family	
Calendar Year Maximum Benefit for Dental (non-ortho) Treatment	_	er person for non-network care)	
Lifetime Maximum Benefit for Orthodontia Treatment	\$5,000 per person	Not covered	
Description of Services	What You Pay for O	Covered Dental Care	
Routine/Preventive Care	0% (no deductible)	83% (no deductible)	
Basic Restorative Care	0% after deductible	89% after deductible	
Major Restorative Care	15% after deductible	91% after deductible	
Orthodontic Treatment	50%	Not covered	

Vision Care Benefits — What the Plan Pays					
Vision Care Services and Supplies	Plan pays 100% up to \$250 per person every 24 months starting January 1 of odd-numbered years  Maximum benefit does not apply to the following services for persons under age 19:  eye exams or eyeglass lenses				

Life and AD&D Benefit — What the Plan Pays (Employees Only)					
Life Insurance	\$10,000				
Accidental Death and Dismemberment (AD&D Insurance)	\$5,000				

## Prior authorization program

#### Learn when and why you should call:

- > To get prior authorization for your care.
- > To sign up for the case management program.

#### Prior authorization program

The prior authorization program is designed to help make sure you and your dependents get the right care in the right setting. It helps make sure you don't get unnecessary medical care and helps you manage complex or long-term medical conditions. The prior authorization program includes mandatory prior authorization of certain types of care to help you make decisions about your healthcare.

To get prior authorization, call toll free:

MCM
(800) 367-9938

The prior authorization program is not medical advice. You are still responsible for making any decisions about medical matters. UNITE HERE HEALTH, your health fund ("the Fund") is not responsible for any consequences resulting from decisions you or your provider make based on the prior authorization program or the Plan's determination of the benefits it will pay.

#### Get prior authorization for certain services and supplies

✓ If you use a network provider for an inpatient stay, the inpatient facility must get prior authorization for you.

You or your healthcare provider must get prior authorization before you get any of the types of care listed below. If you don't get prior authorization before you receive these types of care, your claim may be denied. Making sure you get prior authorization first helps you avoid surprise medical bills. If you get treatment, services, or supplies that are not approved, not covered, or are not medically necessary, you pay 100% of your care.

MCM (800) 367-9938

✓ Prior authorization does not guarantee eligibility for benefits. The payment of Plan benefits are subject to all Plan rules, including but not limited to eligibility, cost sharing, and exclusions.

#### When to call for prior authorization

✓ The prior authorization list may change from time to time. Contact the Fund at (800) 419-4373 for the most up-to-date information.

You or your healthcare provider should get prior authorization before any of the following:

• Any inpatient admission, regardless of the type of facility or care, including but not limited to skilled nursing facility care, hospice, residential treatment.

- Arthroscopy (knee).
- Blepharoplasty.
- Carpal tunnel release.
- Chemotherapy.
- Cholecystectomy (laparoscopic).
- Clinical trials.
- Coronary angioplasty (percutaneous).
- DEXA scan (densitometry, also known as a bone mineral density test).
- Diagnostic laparoscopy.
- Diagnostic imaging services as follows:
  - ➤ CT, CTA, and CAT scans (computed tomography scintiscan or computerized axial tomography scintiscan).
  - ▶ MRA and MRI (magnetic resonance angiography or magnetic resonance imaging).
  - ▶ PET scan (positron emission tomography scintiscan).
  - Cardiac catheterization.
  - Nuclear medicine.
- Durable medical equipment over \$500. (This includes breast pumps costing over \$500.)
- Gender reassignment surgery (including certain hormone therapy/hormones).
- Genetic testing.
- Habilitative therapy for children with autism spectrum disorder.
- Home healthcare.
- Hospice services.
- Hyperbaric oxygen therapy treatment.
- Hysterectomy (vaginal, laproscopic).
- Le Fort osteotomy.
- Mammoplasty (breast reduction).
- Medical foods for inborn errors of metabolism.

#### Prior authorization program

- Myelogram.
- Orthotics or prosthetics (including podiatric orthotics) over \$500.
- Percutaneous discectomy reduction.
- Physical, occupational, and speech therapy after 10 visits.
- Rhinoplasty.
- Septoplasty.
- Sleep studies.
- Stem cell transplant.
- Submucus resection.
- Surgical treatment of obesity.
- Transplant services.
- Travel and lodging.
- Treatment of TMJ, craniofacial disorders or orthognathic disorders.
- Uvulopalatopharyngoplasty (UPPP).
- Varicose vein procedures.
  - ✓ No pre-certification is required for outpatient services and procedures, such as CAT-scans and MRIs, if they constitute emergency treatment or urgent care and are furnished in a hospital's emergency room, or while under observation in a hospital.

You should contact MCM before getting any of the above types of services and supplies, or being admitted as an inpatient. This list changes from time to time. Contact the Fund at (800) 419-4373 for the most up-to-date information.

For non-emergency admissions, contact MCM before the admissions. For emergency or urgent admissions, be sure to call no later than the first business day following the admission. For outpatient procedures, contact MCM before the procedure.

If you are hospitalized because you are having a baby, you do not need to call MCM for prior authorization unless your stay will be longer than 48 hours following a vaginal childbirth, or 96 hours following a Cesarean section. This protection under the Newborns' and Mothers' Health Protection Act (NMHPA) also means your benefits are not restricted during the 48-hour period (or 96-hour period, as applicable). However, NMHPA doesn't prohibit your (or your newborn's) attending provider from discharging you or your newborn earlier than 48 hours (or 96 hours as applicable), after consulting with you first.

**C-4** 

See "Rules for Prior Authorization" on page H-6 for information about when the applicable entity must respond to your request for prior authorization and information about how to appeal a prior authorization denial.

#### Case management program

You and your dependents may be eligible for the case management program under certain circumstances, including if you have a complex or chronic medical condition. You may be contacted to participate in case management, but you or your healthcare provider can also request case management services. MCM provides case management services.

If you are selected for the case management program, a case manager will work with you and your healthcare providers to create a treatment plan and help you manage your care. The goal of case management is to make sure that your healthcare needs are met while helping you work toward the best possible health outcome, and managing the cost of your care.

The case manager may recommend treatments, services, or supplies that would not normally be covered but are medically appropriate and more cost-effective than the original treatment proposed by your healthcare provider. UNITE HERE HEALTH, at its discretion and in its sole authority, may approve coverage for those alternatives, even if the treatment, service, or supply would not normally be covered.

In some cases, case management may be required. For example, you may be required to use the case management program in order to get benefits for transplants or travel and lodging costs. If you do not use the case management program when required, Plan benefits may not be payable. Unless specified as mandatory, it is your choice whether or not to join the case management program, and whether or not to follow the program's recommendations.

### Medical benefits

#### Learn:

- ➤ How to get free medical care.
- ➤ How to use your medical benefits.
- ➤ How the network out-of-pocket limits protect you from large out-of-pocket expenses.
- ➤ What types of medical healthcare the Plan covers.
- > What types of medical healthcare are not covered.

See the Summary of Benefits *on page B-2* for a summary of what you pay for your medical healthcare.

#### Get free medical care

✓ *See page A-6* for more information about getting free medical care.

#### Free primary care at the UNITE HERE HEALTH—Health Center (Chicago)

UNITE HERE HEALTH—Health Center (Chicago)

218 South Wabash, 4th Floor Chicago, IL 60604 (312) 768-5500—Medical care (312) 736-3397—Pharmacy

(Located in the same building as the Fund and Local 1 offices)

#### Free urgent care at Physicians Immediate Care (PIC) in Illinois

Physicians Immediate Care (800) 419-4373 www.uhh.org

#### **Network providers**

The Plan will not pay any medical benefits unless you use a network provider. If you use a non-network provider, you pay 100% of the cost of your care. There are only a few exceptions, such as for emergency care and certain other benefits as listed in the Summary of Benefits. (See page D-3 for information about other limited exceptions.)

✓ If you are admitted to a non-network hospital, call: (800) 367-9938. The Fund will help transfer you to a network hospital. Remember, only emergency non-network care is covered—no non-network care is covered once you can be moved to a network hospital.

UNITE HERE HEALTH has contracted with Blue Cross and Blue Shield of Illinois (BCBSIL) so you and your covered dependents can receive medical and surgical services from area hospitals and providers participating in the network.

✓ Make sure you use a network provider—your network depends on where you live. If you don't use a network provider, you may have to pay the entire claim yourself.

**D-2** 

#### Blue Cross and Blue Shield of Illinois

(800) 810-BLUE (2583) toll free

If you are admitted to a non-network hospital, call: (800) 367-9938 www.bcbsil.com

	If you (the employee) live INSIDE the BlueChoice network area	If you (the employee) live OUTSIDE the BlueChoice network area	
Your network for care INSIDE Illinois	BCBSIL BlueChoice	BCBSIL PPO	
Your network for care OUTSIDE Illinois	BlueCard PPO	BlueCard PPO	

BlueChoice Network Area*							
Chicago Area Counties		Quad Cities Area Counties					
Cook	Kane	Lake	Bureau	Henry	Warren		
DuPage	Kankakee	McHenry	Hancock	Mercer	Whiteside		
Grundy	Kendall	Will	Henderson	Rock Island			

<sup>\*</sup> The BCBSIL BlueChoice network area may change from time to time.

✓ Go Green and save money! Use the AMITA Health network, part of the BlueChoice network, to help save money.

#### **AMITA Health**

(877) 737-INFO (4636) toll free

www.uhh.org

➤ The Green Network (AMITA Health) includes Saint Anthony Hospital in Chicago and Little Company of Mary Hospital in Evergreen Park. You can find a provider in the Green Network by calling (800) 419-4373 or visiting <a href="https://www.uhh.org">www.uhh.org</a>.

In some special circumstances, the Plan will pay for non-network services at the network cost share. The circumstances are:

- Non-network emergency room and non-network emergency inpatient admissions (until you can be safely transfered to a network hospital).
- Professional ambulance transportation.
- Treatment provided by non-network healthcare providers who specialize in emergency medicine, neonatology, radiology, anesthesiology, or pathology.

#### Medical benefits

- Inpatient professional services.
- When there is no network provider with the required specialty.
- When a non-network benefit is shown in the summary of benefits (see the section starting *on page B-1*).

The Plan will still use the allowable charge based on the network or non-network status to determine the amount paid. Remember, you can be balance-billed for—and you may have to pay—the difference between the Plan payment and the non-network provider's charge.

See page A-8 for more information about how staying in the network can help you save money.

#### What you pay

You must pay your cost-share (such as copays and coinsurance) for your share of covered expenses. You must also pay any expenses that are not considered covered expenses (*see* "What's not covered" on page D-10 for information about what's not covered), including charges once a maximum benefit or limitation has been met.

#### **Copays**

✓ You will pay \$0 if you use the UNITE HERE HEALTH—Health Center (Chicago) or use PIC locations in Illinois for your urgent care. *See page A-6* for more information.

You pay copays for certain types of care (*see page B-2*). Your copay is your only cost-sharing for all of the healthcare you receive during that visit.

#### For example:

- If you have an office visit, you will only pay your office visit copay—you won't owe any other copays for other services (such as lab work or x-rays) you get during that office visit.
- You will only have to pay one copay—the highest copay—when you get multiple covered outpatient services at the same time, but you don't get billed an office visit. If you get an MRI and lab work at the same time, you would owe only the highest copay—the one for your MRI—and would not pay a copay for the lab work.
- For care in an emergency room, you pay the emergency room copay for all of the services you receive during the emergency room visit. You don't have to pay any other copays. For example, if you have an MRI during your emergency room visit, you don't have to pay the MRI copay.

• If you are admitted to the hospital as an inpatient, the copay required for an inpatient stay applies to all of the services you receive during your inpatient stay. For example, you don't have to pay copays for diagnostic imaging, x-rays, and ultrasounds you receive during your inpatient admission.

If you have an office visit for prenatal care, you will only owe a copay for the first prenatal visit for non-preventive care. Future visits for non-preventive care will be paid as part of the delivery.

See page I-2 for more information about what a copay is.

#### **Out-of-Pocket limit for network expenses**

Your out-of-pocket cost-sharing (coinsurance and copays) for most covered network medical (including mental health/substance abuse) and prescription drug expenses is limited to \$6,350 per person (\$12,700 per family) each calendar year. Once your out-of-pocket costs for covered expenses meet these limits, the Plan will usually pay 100% for your (or your family's) network medical and prescription drug covered expenses during the rest of that calendar year. Amounts you pay out-of-pocket for prescription drug expenses under the section of this SPD titled "Prescription drug benefits" count toward this out-of-pocket limit, too. Certain other expenses don't count toward your out-of-pocket limit (*see page I-6*).

See page I-6 for more information about what an out-of-pocket limit is.

#### What's covered

The Plan will only pay benefits for injuries or sicknesses that are not related to your job. Benefits are determined based on allowable charges for covered services resulting from medically necessary care and treatment prescribed or furnished by a healthcare provider.

Remember, unless otherwise stated in this SPD, medical care is only covered if you use a network provider.

- Services provided at the UNITE HERE HEALTH—Health Center (Chicago).
- **Preventive healthcare services** (*see page I-6*). Non-hospital grade breast pumps (limited to one per pregnancy) and breast pump supplies will be covered when obtained from a non-network provider. Certain limits or rules may apply to when and how you get preventive healthcare based on your gender, age, and health status:
  - ➤ PSA tests for men are covered annually.
  - ➤ Cervical cancer screening (pap smears and human papillomavirus screening) are covered annually for women, regardless of age.

- ➤ Routine mammogram screenings are covered once each calendar year for women age 35 and older, and are covered once each calendar year for women under age 35 who are at high risk for breast cancer.
- Professional services of a healthcare provider.
- Treatment of mental health/substance abuse disorders, including inpatient and residential
  care, outpatient care, partial hospitalization, intensive outpatient programs, and ambulatory
  detoxification.
- Acupuncture services, up to a total of 12 visits per person each calendar year.
- Chiropractic services, up to a total of 24 visits per person each calendar year.
- **Podiatric services**, including routine and non-routine podiatry, and office surgery. Routine podiatric care is limited to 4 visits per person each calendar year.
- Covered services performed in an **urgent care center**.
- Transportation by a **professional ambulance service** to an area medical facility that is able to provide the required treatment. However, non-ambulance transportation such as Medi-Car, MediCoach, or similar services are not covered.
  - If you have no control over the ambulance getting called, for example when the ambulance is called by a healthcare provider, employer, law enforcement, school, etc., the ambulance will be considered medically necessary. Contact the Fund if you had no control over an ambulance being called.
- Radiology services, including x-rays, ultrasounds, and fetal monitoring.
- Laboratory services.
- **Diagnostic imaging**, including MRIs, MRAs, CAT/CT scans, CTA scans, cardiac CT scans, PET scans, cardiac catheterizations, echocardiograms, nuclear medicine, and nuclear cardiac imaging.
- Ambulatory surgical facility services, including general supplies, anesthesia, drugs, and operating and recovery rooms. If you have multiple surgeries, covered expenses are limited to charges for the primary surgery.
- Elective sterilization.
- Surgical assistants who are not employees of a hospital or an ambulatory surgical facility.
- Surgical supplies, surgical dressings, casts, splints, and trusses.
- Physical, speech and occupational therapy services.
- Radiation therapy.

**D-6** 

- Chemotherapy and infusion services.
- Kidney dialysis services.
- Habilitative therapy for children with autism spectrum disorder. *You, or your provider, must get prior authorization for habilitative therapy before the Plan pays benefits.*Plan benefits are limited to 30 hours per person each week, and a total of 36 months. "Habilitative therapy" includes applied behavioral analysis (ABA) therapy and similar types of treatment. It does not include physical, speech, or occupational therapy.
  - Your child must be at least 2 years old, but no more than 8 years old.
  - ➤ Your child must have a diagnosis of autism spectrum disorder, and have a prorated mental age of at least 11 months.
  - ➤ The provider supervising the habilitative therapy must be certified by the Behavioral Analyst Certification Board (BACB) as a Board Certified Behavior Analyst or Board Certified Behavior Analyst Doctorate (or is otherwise licensed to supervise this type of treatment).
  - ➤ The person providing the habilitative therapy must be certified by the BACB as a Board Certified Assistant Behavioral Analyst or Registered Behavioral Technician (or is otherwise licensed to provide this type of treatment).
  - ➤ The Plan will only pay benefits for services supplemental to any therapy for which your child is eligible through his or her school or school district. No benefits will be paid for therapy provided through the school or school district.
  - ➤ The habilitative therapy and treatment plan must get prior authorization from the Fund before treatment begins. The treatment notes and treatment plan must be reviewed by the Fund at least twice a year, and must show that:
    - Your child is demonstrating improvement.
    - You are trained to, and do, participate in the habilitative therapy.
    - You follow the treatment plan.
- Professional services related to **education** or training **for the care**, monitoring, or treatment of **diabetes**.
- Professional services for **nutritional counseling**, up to 4 visits per person each calendar year.
- Hospital charges for room and board, and other inpatient or outpatient services.
- Treatment of **pregnancy** and pregnancy-related conditions, including childbirth, miscarriage, or abortion, for employees and covered dependent spouses. Generally, no benefits are payable for pregnancy or pregnancy-related conditions for a dependent child,

unless the care is considered preventive healthcare. Non-preventive healthcare services for a dependent child's pregnancy, including but not limited to ultrasounds, charges associated with a high-risk pregnancy, abortions, and delivery charges will not be covered.

- **Mastectomies**, including all stages of surgery to rebuild the removed breast (reconstruction), surgery and reconstruction of the other breast so breasts look even, breast implants and prostheses, and treatment of physical health problems from a mastectomy, including swollen lymph glands (lymphedema).
- **Medical services for organ transplants** if the following rules are all met:
  - ➤ The transplant must be covered by Medicare, including meeting Medicare's clinical, facility, and provider requirements.
  - ➤ You must use any case management program recommended by the Fund or its representative.
  - ➤ You must get prior authorization for the transplant.
  - ➤ Donor expenses for your transplant are only covered if the donor has no other coverage.
  - ➤ Transplant coverage does not include your expenses if you are giving the organ instead of getting the organ.
- Anesthesia and its administration.
- Facility charges, including anesthesia and other ancillary services, and charges for the administration of anesthesia by an anesthesiologist, for dental procedures requiring an institutional setting to safely administer the care, including for treatment if you are suffering from medical or behavioral conditions, such as autism or Alzheimer's, that severely limit your ability to cooperate with the necessary care.
- Jaw reduction, open or closed, for a fractured or dislocated jaw.
- Repair of injuries to sound, natural teeth and supporting structures.
- Treatment of **tumors**, **cysts**, **or lesions** not covered under the Dental Benefit.
- **Skilled nursing facility** inpatient treatment, up to a calendar year maximum of 60 days per person.
- Blood and blood plasma and their administration.
- **Podiatric orthotics,** up to a maximum benefit of \$500 per person every 24 months, provided that foot strapping confirms that the orthotic will be effective (foot strapping is not required for replacement orthotics).

- **Home healthcare services**, up to a calendar year maximum of 60 days per person. Additional visits may be approved if the alternative would be inpatient care.
- Hospice services and supplies if you are terminally ill.
- **Durable medical equipment**, and supplies, for all non-disposable devices or items prescribed by a healthcare provider, such as wheelchairs, hospital-type beds, respirators and associated support systems, infusion pumps, home dialysis equipment, monitoring devices, home traction units, and other similar medical equipment or devices.
  - ➤ Rental fees are covered if the DME can only be rented, and the purchase price is covered if the DME can only be bought.
  - ➤ However, if DME can be either rented or bought, and if the rental fees for the course of treatment are likely to be more than the equipment's purchase price, benefits may be limited to the equipment's purchase price.
  - ➤ If DME is bought, costs for repair or maintenance are also covered.
- **Medical foods** if you have an inborn error of metabolism (IEM). *You must get prior authorization for your medical food costs before the Plan will reimburse you.* The Plan will reimburse 100% of your costs for medical foods. To be reimbursed, the medical food must be: (1) ordered by and used under the supervision of a healthcare provider; (2) the primary source of your nutrition; and (3) labeled and used for dietary management of your IEM.
- Reimbursement for **travel, lodging, and meal costs** for transportation to get certain treatment more than 50 miles away from your home (as long as you travel within the United States). *You must get prior authorization for these expenses before the Plan will reimburse you.* Covered expenses only include travel, lodging and meal costs related to: (1) transplants, (2) cancer-related treatments, and (3) congenital heart defect care. The following rules apply:
  - ➤ The travel, lodging, and meal costs of one other person traveling with you will also be covered. (Two other people will be covered if the patient is a minor child.)
  - ➤ Reimbursement is limited to \$10,000 per episode of care for you and your traveling companion(s) combined. This includes up to \$250 each day for lodging and meal costs.
  - ➤ You must provide the Plan with your original receipts.
  - You must participate in any case management programs required by the Fund.
  - > You cannot get reimbursed for expenses related to your participation in a clinical trial, or for an organ transplant if you are donating an organ instead of getting an organ.
  - ➤ The Fund may prearrange or prepay certain travel or lodging costs instead of requiring you to pay yourself and then file for reimbursement.

More details about the benefit are available upon request.

• **Gender reassignment surgery** for individuals with a diagnosis of gender dysphoria and related charges (e.g. laboratory work, x-rays, office visits, etc.). The Plan will cover surgical procedures, including medically necessary corrective surgeries, to change your gender once (for example, if the Plan covers procedures changing your gender from male to female, the Plan will not pay to change your gender back to male). You must be at least 18 years of age and obtain prior authorization for surgical services.

#### What's not covered

*See page E-2* for a list of the Plan's general exclusions and limitations. In addition to that list, the Plan will not pay benefits for, or in connection with, the following medical treatments, services, and supplies:

- Unless specified as covered, non-network care.
- Ambulatory surgical facility fees for procedures normally performed in a provider's office.
- Prescription drugs and medications, other than those used where they are dispensed. Prescription drugs may be covered under the prescription drug benefit starting on page *D-14*.
- Oral contraceptives or over-the-counter FDA-approved female contraceptive drugs, devices or supplies (*see page D-14* for information about the prescription drug benefit).
- Unless specifically listed as covered, dental services for or in connection with the treatment of teeth, natural or otherwise, and supporting structures, including but is not limited to:
  - ➤ Alveolar ridge augmentation or implant procedures, whether of natural or artificial materials, to stabilize or otherwise alter natural or artificial teeth.
  - > Dental extractions.
  - ➤ Replacement or repair of dental appliances required as a result of accidental injury (including but not limited to bridgework).
  - ➤ Dental services for or in connection with routine care of the teeth and supporting oral tissues, or restorative services to replace natural teeth lost as a result of injury.
- Treatment of temporomandibular joint (TMJ) disorders, craniofacial disorders or orthognathic disorders, unless UNITE HERE HEALTH or its representative provides written prior approval, and then only for the following conditions:
  - ➤ Severe rheumatoid arthritis involving multiple joints in which there is significant pathology.

- > Traumatic injuries causing disk rupture or ligament perforations.
- ➤ Removal of prosthetic devices when their presence creates clear medical risk to the patient.
- Surgery to modify jaw relationships including, but not limited to, osteoplasty and genioplasty procedures.
- Private duty nursing care.
- Except as specifically covered under the Plan, non-healthcare items or services, including but not limited to oral nutrition or supplements, and disposable supplies, such as bandages, antiseptics, and diapers.

# Prescription drug benefits

#### Learn:

- ➤ What you pay for your covered prescription drugs.
- ➤ What types of prescription drugs are covered.
- ➤ How the safety and cost containment programs help save you money and help protect your health.
- ➤ How much of a prescription drug you can get at one time.
- ➤ What the mail-order pharmacy is and how to use it.
- ➤ What the specialty order pharmacy is and when you must use it.
- ➤ What types of prescription drugs are not covered.

# Prescription drug benefits

Hospitality Rx (a subsidiary of UNITE HERE HEALTH) provides pharmacy benefit management services. Hospitality Rx contracts with several organizations to provide specialized administrative services. Benefits are only paid if you buy your prescription drugs at a pharmacy that participates in the network, like Walgreens. Not all retail pharmacies are in your pharmacy network. CVS, Sam's Club, and Wal-Mart are **not** in your network.

Be sure to visit www.hospitalityrx.org to find a network pharmacy.

If you use a pharmacy not in your network, you will have to pay 100% of the cost of the prescription drug. The Plan will not reimburse you for the cost of any prescription drugs you buy at a non-network pharmacy.

Important Phone Numbers		
If you want to:	Call:	At:
Find a network pharmacy or ask questions about your benefits	UNITE HERE HEALTH	(800) 419-4373
Get prior authorization for prescription drugs or to ask which drugs require prior authorization	Hospitality Rx	(844) 813-3860
	TrueMetrix (by Trividia)	(866) 788-9618
Get a free glucometer	a free glucometer  One Touch  (by LifeScan)  use order code 739WDRX01	
Order from the mail-order pharmacy	WellDyneRx Home Delivery (through Hospitality Rx)	(844) 813-3860
Order from the specialty pharmacy	Diplomat	(844) 857-5772

# Free pharmacies

Your FREE Pharmacies		
UNITE HERE HEALTH — HEALTH CENTER	Free Pharmacy at Presence Resurrection	
218 S. Wabash, 4 <sup>th</sup> Floor	<b>Medical Center</b>	
Chicago, IL 60604	7447 W. Talcott Ave.	
(Located in the same building as the Fund	Professional Building	
and Local 1 offices)	Chicago, IL 60631	
(312) 736-3397	(773) 792-5030	

You can get FREE prescription drugs and certain over-the-counter (OTC) drugs, up to a 90-day supply, at the UNITE HERE HEALTH—Health Center in Chicago and at the free pharmacy at Presence Resurrection Medical Center.

The drugs available are free based on the Hospitality Rx "smart formulary" list of drugs (including certain OTC drugs if you have a prescription). The free pharmacies will only offer "smart formulary" drugs (no exceptions), but if you have a prescription for a drug that isn't available, Hospitality Rx can help you find a free alternative drug. The current list of covered OTC drugs includes drugs like benzoyl peroxide gel, cetirizine, loratadine, and sodium bicarbonate.

You can still get your covered prescription drugs from any network pharmacy with the copay required based on the drug tier (see "What you pay" below). (Remember, you must use the specialty pharmacy to get specialty drugs.)

# What you pay

You must pay the applicable amount shown below for each fill of a prescription drug. You must also pay any expenses that are not considered covered expenses (*see page D-21* for information about what's not covered).

Prescription Drug Benefits—What You Pay			
Formulary Prescription Drug Benefits	Per Prescription		
What You Pay for Smart Formulary Drugs at the UNITE HERE HEALTH—Health Center and the Presence Resurrection Medical Center Free Pharmacy Only (up to a 90-day supply)			
Prescription Drugs— excluding select brand drugs	\$0		
Select Brand Drugs*	50%		
What You Pay at All Other Network Pharmacies and Mail Order	Retail Pharmacy up to a 34-day supply		Order O-day supply
Formulary Prescription Drug Benefits	Per Prescription		
Preventive Healthcare Services Drugs— See page I-6	\$0		
Generic Drugs	\$5		
Preferred Brand Name Drugs	\$15		
Non-Preferred Brand Name Drugs	\$30		
Select Specialty and Select	Not covered	Generic	Brand
Biosimilar Drugs*	Not covered	\$5	25%
Non-Formulary Prescription Drugs and Supplies	Not covered, unless an exception is approved		

<sup>\*</sup> Current pharmacy benefit provider will actively manage and determine drugs in tier. Specialty drugs are only available through the specialty mail order pharmacy.

# Prescription drug benefits

Drugs and supplies on the formulary are safe, effective, and high-quality. No benefits are paid for drugs not on the formulary unless the Fund approves a drug. Prescription drugs and supplies may be added to or removed from the formulary from time to time. Use the formulary lookup tool at <a href="https://www.hospitalityrx.org">www.hospitalityrx.org</a> or call Hospitality Rx at (844) 813-3860, if you or your healthcare provider have questions about which prescription drugs and supplies are on the formulary.

Ask your healthcare provider to prescribe a drug that is on the formulary. If your healthcare provider wants you to take a drug that is not on the formulary, he or she should reach out to Hospitality Rx at (844) 813-3860 for a formulary exception. The formulary exception process allows your healthcare provider to ask for approval for you to get coverage for a prescription drug not on the formulary. Remember, though, that the Fund will not consider a non-formulary drug for coverage until you have tried all of the formulary prescription drug alternatives that are medically appropriate to your situation.

# Prescription drug out-of-pocket limit

Your cost-sharing for most network medical and prescription drug covered expenses is limited to \$6,350 per person (\$12,700 per family) each calendar year under the safety net out-of-pocket limit. Once your out-of-pocket costs for covered expenses meet these limits, the Plan will usually pay 100% for your (or your family's) network medical and prescription drug expenses during the rest of that calendar year. Amounts you pay out-of-pocket for medical covered expenses under the section titled "Medical benefits" count toward this out-of-pocket limit, too.

Certain prescription drug expenses don't count toward your safety net out-of-pocket limit. This includes any amounts you must pay in addition to your copay when you or your doctor chooses a brand name drug when a generic equivalent is available (see "What's covered" below). These expenses do not count toward your out-of-pocket limit and you will continue to be responsible for these expenses even if you have met the out-of-pocket limit for the year.

You can get more information about your out-of-pocket limits on page I-6 and on page D-5.

#### What's covered

A medication or supply must be listed on the formulary in order to be covered (unless you get a formulary exception from the Plan). Your free pharmacies and the UNITE HERE HEALTH—Health Center use the "smart" formulary. If you use any other pharmacy, you access the "open" formulary. The Plan pays benefits only for the following formulary expenses:

• FDA-approved medications and supplies which can legally be purchased only with a written prescription from a healthcare provider. This includes oral and injectable contraceptives, and drugs mixed to order by a pharmacist, as long as at least one part of the mixed-to-order drug is an FDA-approved prescription drug.

- The following diabetic supplies: insulin, diabetic test strips, control solution for glucometers, disposable syringes and needles, and lancet devices.
- Prescription and over-the-counter preventive healthcare services and supplies, including immunizations. You must have a prescription for over-the-counter preventive healthcare services and supplies in order for the Fund to pay for these services.
- Vitamins.
- Hormone therapy as long as the hormones are FDA approved and only available by
  prescription. Prior authorization is required for certain hormone therapy. Hormone therapy
  for individuals with gender dysphoria is not subject to an age restriction; however, the prior
  authorization process for individuals under age 18 will include an additional requirement
  that the treating physician have documentation showing sexual maturity of Tanner stage 2
  or more.

#### Free glucometers

You can get a free glucometer every 12 months by calling either of the following phone numbers:

(866) 788-9618 for TrueMetrix (by Trividia) no order code is needed

(888) 883-7091 for OneTouch (LifeScan) or visit www.OneTouch.orderpoints.com use order code 739WDRX01

If you don't want to use one of the Fund's free glucometers, you have to pay the full cost of the glucometer up front. You may submit a claim under the medical benefits for the glucometer, but you may not be reimbursed for the full amount (see the cost-sharing required for durable medical equipment *see page B-5*).

# Safety and cost containment programs for prescription drugs

The Fund provides extra protection through several safety and cost containment programs. These programs may change from time to time, and the prescription drugs or types of prescription drugs that are part of these programs may also change from time to time. You and your health-care provider can always get the most current information by contacting Hospitality Rx at (844) 813-3860, or visiting <a href="https://www.hospitalityrx.org">www.hospitalityrx.org</a>.

Safety and cost containment programs help make sure you and your family get the most effective and appropriate care. These programs look at whether a prescription drug is safe for you to take. For example, some prescription drugs cannot be taken together. Safety programs help make sure you are not taking two or more prescription drugs in a combination that could harm you.

The programs also can help make sure your money is not wasted on prescription drugs that do not work for you. For example, some prescription drugs cause serious side effects in some

# Prescription drug benefits

patients. By limiting your prescription to a limited number of pills, you can make sure the prescription drug is safe for you to take before you pay for a large supply of pills you will have to throw away if you get serious side effects.

If a prescription drug is subject to a safety or cost containment program, you must follow the program in order to get benefits for the drug.

See page H-8 for information about appealing a request for prior authorization or appealing a denial of prescription drug benefits.

#### Generic prescription drug policy

Generics have the same active ingredient as the brand name drugs, but you pay less for them. Ask your doctor to help you save money by prescribing generic drugs when possible.

If you or your provider choose a brand name prescription drug when you could get a generic equivalent instead, you pay the difference in cost between the brand name prescription drug and the generic equivalent. For example, if the brand name prescription drug costs \$80, and the Fund's cost for the generic equivalent is \$30, you must pay the \$50 difference. You will also have to pay the generic prescription drug copay.

The generic prescription drug policy does not apply to certain prescription drugs that need to be closely monitored, or if very small changes in the dose could be harmful. The prescription drugs that are not subject to the generic prescription drug policy change from time to time. You can get up-to-date information by calling Hospitality Rx at (844) 813-3860. This rule will also not apply if you get an exception through a safety or cost containment program. Your healthcare provider will need to get prior approval for this exception to apply to your prescription drugs.

If you are approved for an exception to the generic prescription drug policy, you will still have to pay the applicable copay.

#### **Prior authorization**

If your healthcare provider prescribes certain drugs, he or she will need to provide your medical records to show that the prescription drug is clinically appropriate for your medical situation. The list of prescription drugs that require prior authorization changes from time to time. Call (844) 813-3860 for a list of drugs on the prior authorization list, or to get prior authorization for a drug.

#### **Step therapy**

In many cases, effective lower-cost alternatives are available for certain prescription drugs. A step therapy program will ask you to try generic or lower cost versions of a prescription drug before approving coverage for a higher cost brand name drug. If the first level prescription drug does not work for you, or causes serious side effects, you are "stepped up" to another drug option.

For example, if you need an ARB (angiotensin receptor blocker) to treat high blood pressure, you may first be asked to try a generic version. If the generic version does not work or causes serious side effects, you may be asked to try a brand name version.

The list of prescription drugs that require step therapy changes from time to time. Contact Hospitality Rx at (844) 813-3860 with questions about which prescription drugs require prior authorization.

#### Case management

The pharmacy case managers may contact you if you take high-cost or specialty drugs or have a chronic long-term health condition. This program will help you make sure you are taking your prescription drugs the way you are supposed to take them. The case managers can also help you manage and monitor your condition, and answer questions about your prescription drugs.

Be sure you talk with the case managers if they reach out to you!

# **Quantity limits**

The amount of a prescription the Plan will fill at one time is limited to the lesser of:

- The amount prescribed by your healthcare professional.
- If you use a retail pharmacy, up to a 34-day supply.
- If you use the UNITE HERE HEALTH—Health Center or free pharmacy at Presence Resurrection Medical Center, up to a 90-day supply of your drug.
- If you use the non-specialty mail-order pharmacy, up to a 90-day supply.
- The amount allowed under any safety or cost containment program. For example, most prescriptions filled through the specialty mail-order pharmacy will be limited to less than a 34-day or 90-day supply.

If your prescription is for a drug only available in 90-day quantities, or is a birth control drug that uses a steady hormone release over time (such as NuvaRing\*), you can get the full 90-day amount. You will still have to pay the applicable copay based on the drug's tier (generic, brand, or specialty).

#### **Exceptions to the standard quantity limits**

There are certain prescription drugs that many providers prescribe at higher dosages (for example, more pills taken at one time or more often during the day) than approved by the FDA. Coverage for these prescription drugs will be limited to a 30-day supply. To help protect you and your family, in these situations you may get a smaller supply of a prescription drug than as described in the previous section.

# Prescription drug benefits

You or your healthcare provider can call for information about these quantity limits. Your healthcare provider may also call to get an exception to these rules.

#### **Early refills**

You generally cannot refill a prescription earlier than allowed under any applicable guidelines, safety or cost containment programs, or other Plan rules. In some cases, you may be able to refill a prescription sooner than is usually allowed. For example, you may get an early refill if:

- You show you will be out of the country when you will run out of a prescription drug. If your early refill is approved, you can get up to a 60-day supply for the applicable retail drug copay.
- Your drug is lost or stolen.
- You run out of a drug too soon because you misunderstood the instructions or accidentally used too much. You will be able to get one such early refill per lifetime for that drug.

You may be required to use the case management program in order to get an early refill.

Call Hospitality Rx at (844) 813-3860 if you need an early refill for a drug.

## Mail-order pharmacy

You can save money by using Hospitality Rx's mail-order pharmacy: WellDyneRx Home Delivery. If you need a prescription drug to treat a chronic, long-term health condition, you can order these prescription drugs through the mail-order pharmacy. You can get up to a 90-day supply of your prescription drug (sometimes called a "maintenance" prescription drug) for the same copay you would pay for a 34-day supply at a retail pharmacy.

You can order from the mail-order pharmacy by mail, by phone, or on the internet.

WellDyneRx Home Delivery (844) 813-3860 www.mywdrx.com

# **Specialty pharmacy**

You must use the specialty pharmacy to purchase all specialty prescription drugs. The specialty pharmacy provides prescription drugs for certain chronic or difficult-to-treat health conditions, such as multiple sclerosis (MS) or Hepatitis C. Specialty prescription drugs often need to be handled differently than other prescription drugs, or they may need special administration or monitoring.

Using the specialty pharmacy gives you access to pharmacists and other healthcare providers who specialize in helping people with your condition. The specialty pharmacy staff can help make sure your prescription gets refilled on time, and can answer questions about your prescription drugs and your condition.

# Diplomat (844) 857-5772

www.diplomatpharmacy.com

#### What's not covered

See page E-2 for a list of this Plan's general exclusions and limitations. For example, experimental and investigative treatments, including drugs, are not covered. In addition to that list, the following types of prescription drug treatments, services, and supplies are not covered under the prescription drug benefit:

- Prescription drugs that have not been approved by the FDA. However, the Fund or its
  designee may cover prescription drugs not approved by the FDA in certain situations. You
  or your healthcare professional may ask for an exception through the prior authorization
  program.
- Drugs or supplies that are not listed on the formulary, unless the Fund or its designee gives prior approval for the drug or supply. You must try all medically appropriate formulary alternatives before you can get a formulary exception.
- Drugs or medications used, consumed or administered at the place where dispensed, other than immunizations. (These drugs may be covered under your medical benefits.)
- Prescriptions or refills in amounts over the quantity limits (*see page D-19*).
- Vitamins, dietary supplements, or dietary aids, except those specifically included on the formulary.
- Drugs used for cosmetic reasons, including Rogaine and other drugs to prevent hair loss.
- Human growth hormone, except to treat emaciation due to AIDS.
- Drugs or covered supplies not purchased from a network pharmacy.
- Birth control devices and implants other than over-the-counter FDA-approved female contraceptive drugs, devices, or supplies for which you have a prescription.
- Non-sedating antihistamines or histamine receptor blockers.
- Fertility drugs.

## Prescription drug benefits

- Glucometers, other than those the Fund gives you for free. You may be able to get a glucometer through the medical benefits if you do not want one of the free ones, but you will usually have to pay part or all of the cost.
- Weight control drugs, unless for the treatment of morbid obesity under the direct supervision of a healthcare provider, and authorized in writing by the Fund or its designee.
- Preventive healthcare services and supplies that you must get through the medical benefits.
- Drugs that require review under a safety or cost containment program (such as a drug that requires prior authorization, or a drug subject to the step therapy program) if that safety or cost containment program is not followed, or does not approve the drug.
- New-to-market prescription drugs until the Fund or its designee has reviewed and approved the prescription drug.
- Specialty prescription drugs if you do not use the specialty pharmacy.
- Over-the-counter drugs not received through the UNITE HERE HEALTH-Health Center or the Presence Resurrection Medical Center Free Pharmacy.
- High-cost "me too" drugs, unless the Fund or its designee approves the drug for purchase. "Me-too" drugs usually have only very small differences in how they work, but are considered "new" drugs with no generic equivalent. Often, the manufacturer charges high prices for these drugs even though there are other drugs available that work just as well for a lower cost. You can find out if a "me too" drug is covered by contacting Hospitality Rx.
- Diagnostics (drugs used to help in the process of diagnosing certain medical conditions).
- Drugs, medications, or supplies that are not covered under the Fund's or Fund's designee's claims processing guidelines or any other internal rule, including, but not limited to any national guidelines used by the medical community.
- Medical foods (medical foods may be covered under the medical benefit—see page D-9).

# **Dental benefits**

## Learn:

- > How to use your dental benefits.
- > What you pay for your dental care.
- ➤ How to find out what your dental care will cost you before you get treatment.
- > What types of dental care are covered.
- ➤ What types of dental care are not covered.

Dental benefits are only available if your employer's Collective Bargaining Agreement requires contributions for dental coverage.

UNITE HERE HEALTH (the Fund) has contracted with Cigna Dental to administer dental benefits for you and your dependents. Dental benefits are self-funded, which means that all benefits will be paid directly from UNITE HERE HEALTH. However, Cigna provides claim administration services and access to the dentist in the Cigna DPPO Advantage Network. This contract determines what your benefits are and how Cigna pays for your dental benefits. This part of your SPD summarizes your dental benefits; however, if there is any conflict between the SPD and the contract, the terms of the Cigna contract governs.

Dental Benefits — What You Pay		
	CIGNA DPPO Advantage Network Providers	Non-Network Providers
Calendar Year Deductible The deductible does not apply to diagnostic and preventive services	\$50 per person & \$150 per family	
Calendar Year Maximum Benefit for Dental (non-ortho) Treatment	\$2,000 per person (includes up to \$1,000 for non-network care)	
Lifetime Maximum Benefit for Orthodontia Treatment	\$5,000 per person	Not covered
Description of Services	What You Pay for Covered Dental Care	
Routine/Preventive Care	0% (no deductible)	83% (no deductible)
Basic Restorative Care	0% after deductible	89% after deductible
Major Restorative Care	15% after deductible	91% after deductible
Orthodontic Treatment	50%	Not covered

#### Network vs. non-network providers

The Plan pays benefits based on whether you get treatment from a network provider or a non-network provider.

✓ Your network is the DPPO Advantage Network. Be careful—dentists in Cigna's other networks, including the DPPO network, are not in your network unless they are also DPPO Advantage Network providers.

To locate a network provider near you, contact:

#### Cigna Dental

toll free: (800) 244-6224 www.mycigna.com

## What you pay

You must pay your cost-sharing (deductible and coinsurance) for your share of covered expenses. You must also pay any expenses that are not considered covered expenses (*see page D-29* for information about excluded expenses), and, if you use a non-network provider, any amount over the allowable charge.

The deductible does not apply to diagnostic and preventive services, including but not limited to emergency palliative services, x-ray services, or to orthodontia services.

Your \$50 individual/\$150 family deductibles only apply to the dental benefits. Amounts you pay for medical, prescription drugs, or vision care will not apply to the \$50 and \$150 deductibles.

#### **Family Deductible Limit**

Once you have paid at least \$150 towards the calendar year deductibles for you and your covered dependents, no further deductible amounts will be required for the rest of that year.

#### Maximum benefits

#### Dental care maximum benefit for non-orthodontic care

The Plan pays up to \$2,000 per person each benefit year, including up to \$1,000 for non-network services. Once the Plan pays the maximum for your dental care during a year, the Plan will not pay any more benefits for your dental care for the rest of that year.

#### Orthodontic care maximum benefit

The Plan pays 50% up to a lifetime maximum of \$5,000 per covered person for services rendered by a Cigna DPPO Advantage Network provider. Orthodontic benefits for comprehensive full-banded orthodontia treatment are made in installments every three months. The first payment, 25% of the allowable charge for the entire course of treatment, is due when the appliance is installed, later payments, prorated over the estimated duration of the course of treatment, are due at the end of each three-month period. Payments are only made for services provided while the person is covered by the plan. If coverage or treatment ends, any remaining payment will be prorated for the three-month period during which coverage or treatment ends.

#### Alternate course of treatment

If there is a different type of treatment that would be at least as effective as your dental treatment, but costs less, the allowable charge (*see page I-2*) will be based on the less expensive alternate type of treatment. This rule applies if the alternate type of dental treatment is both:

- Commonly used to treat your condition, as determined by UNITE HERE HEALTH or its representative.
- Recognized by most dentists to be appropriate based on current national dental practices.

#### What's covered

Covered expenses mean all allowable charges made by a dentist for the types of services and supplies listed below. In order to be considered a covered expense, Cigna must determine that the service or supply was based on a valid dental need and performed according to accepted standards of dental practice.

There are limits on how often certain services and supplies are covered. If the amount of time shown below has not passed since the service or supply was last provided, you may have to pay 100% of the cost. A time limit starts on the date you last got the service or supply. Time limits are measured in consecutive months or years.

If treatment is interrupted and another dentist completes the treatment, Cigna will determine the benefit (if any) to be paid to each dentist.

#### Class I services (preventive and diagnostic care)

- Clinical oral examination, limited to two such examinations per person each calendar year.
- Prophylaxis, limited to two per person each calendar year.
- Topical application of fluoride (excluding prophylaxis); limited to persons under age 19 and no more than one per person each calendar year.
- X-rays; limited to one complete series, including panoramic or Panorex film, in any three calendar years.
- Bitewing x-rays, limited to two charges per person each calendar year.
- Palliative treatment for dental pain, including minor procedures, when no other definitive dental services are performed, provided that x-rays taken in connection with such treatment shall be treated as a separate dental service.
- Topical application of sealant per tooth on a posterior tooth; limited to persons under age 16 and no more than one treatment per tooth in any three calendar years.

- Space maintainers (fixed unilateral); limited to non-orthodontic treatment.
- Histopathologic examinations.

#### Class II services (basic restorative care)

- Amalgam filling.
- Composite/resin filling.
- Routine extractions.

# <u>Class III services (major restorative care—dentures and bridgework, oral surgery, periodontics, endodontics, and prosthodontic maintenance)</u>

- Crowns:
  - ➤ Porcelain fused to high noble metal.
  - > Full cast high noble metal.
  - > Three-fourths cast, metallic.
- Dentures:
  - ➤ Complete (full) dentures, upper or lower.
  - Partial dentures.
  - ➤ Lower, cast metal base with resin saddles (including any conventional clasps, rests, and teeth).
  - ➤ Upper, cast metal base with resin saddles (including any conventional clasps, rests, and teeth).
- Fixed Appliances:
  - ➤ Bridge pontics, cast high noble metal.
  - ➤ Bridge pontics, porcelain fused to high noble metal.
  - ➤ Bridge pontics, resin with high noble metal.
  - > Retainer crowns, resin with high noble metal.
  - ➤ Retainer crowns, porcelain fused to high noble metal.
  - > Retainer crowns, full cast high noble metal.
- Recement bridge.
- Prosthesis over implant a prosthetic device, supported by an implant or implant abutment.

## Dental benefits

- Surgical removal of erupted tooth requiring elevation of mucoperiosteal flap and removal of bone and/or section of tooth.
  - > Removal of impacted tooth, soft tissue.
  - > Removal of impacted tooth, partially bony.
  - ➤ Removal of impacted tooth, completely bony.
- Osseous surgery, provided that local anesthetic, analgesic, and routine post operative care for extractions and other oral surgery procedures are not separately reimbursed but are considered as part of the submitted fee for the global surgical procedure.
- Treatment of tumors, cysts, or lesions of the mouth, if determined by Cigna to be dental in nature (tumors, cysts, or lesions not considered to be dental in nature may be covered under the medical benefits).
- General anesthesia, but only administered in conjunction with complex oral surgical procedures covered by the Plan or as otherwise deemed necessary by the contracted provider.
- Intravenous sedation, but only administered in conjunction with complex oral surgical procedures covered by the Plan or as otherwise deemed necessary by the contracted provider.
- Periodontal maintenance procedures (following active therapy).
- Periodontal prophylaxis.
- Periodontal scaling and root planing entire mouth.
- Root canal therapy, provided that any x-ray, test, laboratory examination, or follow-up care is part of the root canal therapy and not a separate dental service.
- Adjustments (complete denture), provided that any adjustment of or repair to a denture within six months of its installation is not a separate dental procedure.

#### Class IV services (orthodontic care)

- Orthodontic work-up, including x-rays, diagnostic tests, casts and treatment, and the first month of active treatment, including all active treatment and retention appliances.
- Continued active treatment after the first month.
- Fixed or removable appliances, but not more than one appliance per person for tooth guidance or to control harmful habits.

Each month of active treatment is a separate dental service.

#### What's not covered

*See page E-2* for a list of the Plan's general exclusions and limitations. In addition to that list, the following types of dental treatments, services, and supplies are not covered:

- Services performed only for cosmetic reasons.
- Crown restoration services unless the tooth, because of extensive caries or fracture, cannot be restored with amalgam, composite/resin, silicate, acrylic, or plastic.
- Replacement of any type of prosthesis supported by an implant or implant abutment
  unless the existing prosthesis is at least five calendar years old, is not serviceable, and
  cannot be repaired.
- Flap entry and closure when not performed as part of osseous surgery.
- Replacement of a lost or stolen appliance.
- Replacement of a bridge, crown, or denture within five years from the date it was originally installed, unless:
  - ➤ The replacement is made necessary by the initial placement of an opposing full prosthesis or the extraction of natural teeth, or
  - ➤ The prosthesis, while in the oral cavity, has been damaged beyond repair as a result of injury.
- Any replacement of a bridge, crown, or denture which is or can be made usable according to common dental standards.
- Procedures, appliances, or restorations (except full dentures) whose main purpose is to:
  - ➤ Change vertical dimension.
  - ➤ Diagnose or treat conditions or dysfunctions of the temporomandibular joint.
  - > Stabilize periodontally involved teeth.
  - Restore occlusion.
- Porcelain or acrylic veneers of crowns or pontics on, or replacing the upper and lower first, second, and third molars.
- Bite registrations, precision or semi-precision attachments, or splinting.
- Instruction for plaque control, oral hygiene, and diet.
- Dental services that do not meet common dental standards.
- Services that are considered medical services.
- Services and supplies received from a hospital.

## Dental benefits

- The surgical placement of an implant body or framework of any type, surgical procedures in anticipation of implant placement, any device, index, or surgical template guide used for implant surgery, treatment or repair of an existing implant, prefabricated or custom implant abutments, or removal of an existing implant.
- Treatment in progress before your coverage begins, but only to the extent charges for such treatment are incurred before coverage begins.

If treatment in progress is interrupted and then completed later by another dentist, Cigna will determine the amount of payment, if any, due each dentist.

#### Predetermination of dental benefits

If your dentist recommends dental work that is expected to cost more than \$250, or if you need orthodontic care, dentures, crowns, periodontics or bridgework, please ask your dentist to submit a request for predetermination of covered benefits to Cigna directly. This step protects you and your dentist. You will know in advance how much the Plan will pay for your dental treatment, as long as you are still eligible for benefits.

Predetermination of benefits does not guarantee what benefits the Plan will pay or that any benefits will be paid for dental treatment or services provided. As always, any treatment decisions are between you and your dentist.

## Benefits after coverage ends

If your coverage ends, Plan benefits will only be paid for allowable charges incurred for covered expenses before your coverage ends.

However, if coverage ends after your treatment starts for crowns, jackets, bridges, complete dentures, or partial dentures, the Plan continues to pay benefits for these, as long as treatment is completed within 3 months of the date you lose coverage.

If coverage ends because the Plan terminates, in whole or in part, no benefits will be available for claims submitted after coverage ends.

# Vision benefits

# Learn:

- ➤ What you pay for your covered vision care.
- > What types of vision care are covered.
- ➤ What types of vision care are not covered.

Vision Care Benefits — What the Plan Pays		
Vision Care Services and Supplies	Plan pays 100% up to \$250 per person every 24 months starting January 1 of odd-numbered years  Maximum benefit does not apply to the following services for persons under age 19:  eye exams or eyeglass lenses	

## What the Plan pays

✓ When you get vision care, you will have to pay your provider out-of-pocket. Then submit a claim form to the Fund to get reimbursed for covered expenses.

The Plan pays up to \$250 per person for all covered services during a 24-month period. Each 24-month period begins on January 1st of odd numbered years, and ends on December 31 of even numbered years. For example, if covered expenses are first furnished February 20, 2019, the 24-month benefit period would begin again January 1, 2021.

The \$250 benefit maximum does not apply to the following vision care covered expenses for persons under age 19: eye examinations or eyeglass lenses. However, the Plan will cover each of these services only once every calendar year.

#### What's covered

- Vision exams, limited to once every calendar year.
- Single vision, bifocal, or trifocal lenses, limited to once every calendar year.
- Contact lenses.
- Frames.

#### What's not covered

See page E-2 for a list of the Plan's general exclusions and limitations. In addition to that list, the following types vision care are not covered under the vision benefit:

- Treatment provided before your coverage starts.
- Lens options for the patient's convenience, including but not limited to anti-reflective or scratch protection coatings.
- Services and supplies covered under the medical benefit.

# Life and AD&D benefits

# Learn:

- ➤ What your life insurance benefit is.
- ▶ How you can continue your coverage if you are disabled.
- ➤ How to convert your life insurance to an individual policy if you lose coverage.
- ➤ What your AD&D benefit is.
- ▶ How to tell the Fund who should get the benefit if you die.
- > Additional benefits under the life and AD&D benefit.

#### Life and AD&D benefits are for employees only. Dependents are not eligible for life and AD&D benefits.

Life and AD&D Benefit — What the Plan Pays (Employees Only)		
Life Insurance	\$10,000	
Accidental Death and Dismemberment (AD&D Insurance)	\$5,000	

Life insurance and AD&D insurance benefits are provided under an insured group insurance policy issued to UNITE HERE HEALTH by Dearborn Life Insurance Company, branded as Blue Cross and Blue Shield of Illinois (BCBSIL). The terms and conditions of your life and AD&D insurance coverage are contained in a certificate of insurance. The certificate describes, among other things:

- How much life and AD&D insurance coverage is available.
- When benefits are payable.
- How benefits are paid if you do not name a beneficiary or if a beneficiary dies before you do.
- How to file a claim.

The terms of the certificate are summarized below. If there is a conflict between this summary and the certificate of insurance, the certificate governs. You may request a copy of the certificate of insurance free of charge by contacting UNITE HERE HEALTH.

#### Life insurance benefit

Your life insurance benefit is \$10,000 and will be paid to your beneficiary(ies) if you die while you are eligible for coverage or within the 31-day period immediately following the date coverage ends.

#### Continuation if you become totally disabled

If you become totally disabled before age 62 and while you are eligible for coverage, your life benefit will continue if you provide satisfactory proof of your total disability. Your benefits will continue until the earlier of the following dates:

- Your total disability ends.
- You fail to provide satisfactory proof of continued disability.
- You refuse to be examined by the doctor chosen by UNITE HERE HEALTH.
- Your 70<sup>th</sup> birthday.

For purposes of continuing your life insurance benefit, you are totally disabled if an injury or a sickness is expected to prevent you from engaging in any occupation for which you are reasonably qualified by education, training, or experience for at least 12 months.

You must provide a completed application for benefits plus a doctor's statement establishing your total disability. The form and the doctor's statement must be provided to UNITE HERE HEALTH within 12 months of the start of your total disability. (Forms are available from the Fund.)

UNITE HERE HEALTH must approve this statement and your disability form. You must also provide a written doctor's statement every 12 months, or as often as may be reasonably required based on the nature of the total disability. During the first two years of your disability, UNITE HERE HEALTH has the right to have you examined by a doctor of its choice as often as reasonably required. After two years, examinations may not be more frequent than once a year.

#### Converting to individual life insurance coverage

If your insurance coverage ends and you don't qualify for the disability continuation just described, you may be able to convert your group life coverage to an individual policy of whole life insurance by submitting a completed application and the required premium to BCBSIL within 31 days after the date your coverage under the Plan ends.

Premiums for converted coverage are based on your age and the amount of insurance you select. Conversion coverage becomes effective on the day following the 31-day period during which you could apply for conversion if you pay the required premium before then. For more information about conversion coverage, contact BCBSIL.

#### **BCBSIL**

701 E. 22<sup>nd</sup> St., Suite 300 Lombard, IL 60148 (800) 348-4512

#### Terminal illness benefit

If you have a terminal illness (an illness so severe that you have a life expectancy of 24 months or less or if you are continuously confined in an eligible institution, as defined by BCBSIL, because of a medical condition and you are expected to remain there until your death), your life insurance pays a cash lump sum up to 75% of the death benefit in force on the day you were diagnosed with a terminal illness. The remaining portion of your death benefit will be paid to your named beneficiaries after your death. Certain exceptions may apply. See your certificate or call BCBSIL for more details.

#### Accidental death & dismemberment insurance benefit

If you die or suffer a covered loss within 365 days of an accident that happens while you are eligible for coverage, AD&D benefits will be paid as shown below. However, the total amount

## Life and AD&D benefits

payable for all losses resulting from one accident is your full amount (the amount your beneficiary would receive if you died).

Your AD&D Benefit for a loss (death or dismemberment) within 365 days of an accident		
Event	Benefit	Who Receives
Death		Your beneficiary
Loss of both hands or feet	φτ 000	
Loss of sight in both eyes	\$5,000	
Loss of one hand and one foot		
Loss of one hand and sight in one eye		You
Loss of one hand or one foot	¢2.500	
Loss of the sight in one eye	\$2,500	
Loss of index finger and thumb on same hand	\$1,250	

#### **AD&D** exclusions

AD&D benefits do not cover losses resulting from or caused by:

- Any disease, or infirmity of mind or body, and any medical or surgical treatment thereof.
- Any infection, except an infection of an accidental injury.
- Any intentionally self-inflicted injury.
- Suicide or attempted suicide while sane or insane.
- While you are under the influence of narcotics or other controlled substances, gas or fumes.
- A direct result of your intoxication.
- Your active participation in a riot.
- War or an act of war while serving in the military, if you die while in the military or within 6 months after your service in the military.

See your certificate for complete details.

#### Additional accidental death & dismemberment insurance benefits

The additional insurance benefits described below have been added to your AD&D benefits. The full terms and conditions of these additional insurance benefits are contained in a certificate made available by Dearborn National. If there is a conflict between these highlights and the certificate, the certificate governs.

- Education Benefit—If you have children in college at the time of your death, your additional AD&D coverage pays a benefit equal to 3% of the amount of your life insurance benefit, with a maximum of \$3,000 each year. Benefits will be paid for up to four years per child. If you have children in elementary or high school at the time of your death, your additional AD&D coverage pays a one-time benefit of \$1,000.
- **Seat Belt Benefit**—If you are wearing a seat belt at the time of an accident resulting in your death, your additional AD&D coverage pays a benefit equal to 10% of the amount of your life insurance benefit, with a minimum benefit of \$1,000 and a maximum benefit of \$25,000. If it is not clear that you were wearing a seat belt at the time of the accident, your additional AD&D coverage will only pay a benefit of \$1,000.
- Air Bag Benefit—If you are wearing a seat belt at the time of an accident resulting in your death and an air bag deployed, your additional AD&D coverage pays a benefit equal to 5% of the amount of your life insurance benefit, with a minimum benefit of \$1,000 and a maximum benefit of \$5,000. If it is not clear that the air bag deployed, your additional AD&D coverage will only pay a benefit of \$1,000.
- **Transportation Benefit**—If you die more than 75 miles from your home, your additional AD&D coverage pays up to \$5,000 to transport your remains to a mortuary.

# Naming a beneficiary

Your beneficiary is the person or persons you want BCBSIL to pay if you die. Beneficiary designation forms are available on <a href="https://www.uhh.org">www.uhh.org</a> or by calling the Fund. You can name anyone you want and you can change beneficiaries at any time. However, beneficiary designations will only become effective when a completed form is received.

If you don't name a beneficiary, death benefits will be paid to your first surviving relative in the following order: your spouse; your children in equal shares; your parents in equal shares; your brothers and sisters in equal shares; or your estate. However, BCBSIL may pay benefits up to any applicable limit, to anyone who pays expenses for your burial. The remainder will be paid in the order described above.

If a beneficiary is not legally competent to receive payment, BCBSIL may make payments to that person's legal guardian.

#### Additional services

In addition to the benefits described above, BCBSIL has also made the following services available. These services are not part of the insured benefits provided to UNITE HERE HEALTH by BCBSIL but are made available through outside organizations that have contracted with BCBSIL. They have no relationship to UNITE HERE HEALTH or the benefits it provides.

## Life and AD&D benefits

• Travel Resource Services help you or your dependents if you travel 100 miles or more from your home. For example, you can access translation and travel information services, get help finding medical services, replace eyeglasses or medications, or get help finding legal assistance, among other services. Travel resources are provided by Generali Global Assistance Inc. (GGA).

#### Generali Global Assistance, Inc.

(877) 715-2593 (U.S. and Canada)
(202) 695-7807 (Call collect outside of the U.S. and Canada)
ops@us.generaliglobalassistance.com

• **Beneficiary Resource Services** provides grief counseling, online will preparation, help planning a funeral, and other services to your beneficiaries (and to you if you are eligible for the terminal illness benefit). Services are provided by telephone, face-to-face contact, online, or through referral to local resources. Limits may apply to certain services. Beneficiary resources are provided by Morneau Shepell.

Morneau Shepell (800) 769-9187 www.beneficiaryresource.com (username: beneficiary)

# John Wilhelm Scholarship

# Learn:

- ➤ What the John Wilhelm Scholarship is.
- > Who can apply.
- > How to apply.

# John Wilhelm Scholarship

The John Wilhelm Endowed Scholarship Benefit (John Wilhelm Scholarship) helps you or your dependents get an undergraduate degree (bachelor's degree) in the health sciences field at the University of Nevada, Las Vegas (UNLV).

## Who is eligible

You or your dependents must meet the following rules in order to be eligible to apply for the scholarship.

You must meet the following requirements:

- Fund eligibility. You must either be:
  - ➤ A current employee, both currently eligible under the Fund and have been eligible for at least 36 continuous months. (You may meet this rule based on months you were eligible under any plan or fund that merges into UNITE HERE HEALTH.)
  - ➤ An eligible dependent of a current employee who meets the above rule.
  - ➤ Be admitted to UNLV, and pursuing an undergraduate degree in Public Health, Nursing, or other major within the School of Allied Health Sciences.
  - ▶ Have a 3.0 or higher cumulative grade point average (GPA).
  - ➤ Be enrolled as a part-time or full-time student, and have a class standing of a junior or higher.

# How to apply

- You may apply for the scholarship through the UNLV financial aid and scholarship office by
  completing the Free Application for Federal Student Aid (FAFSA) and any other required
  materials. Contact UNLV for help getting or completing the required application materials,
  or for information on application deadlines.
- You must apply for the scholarship each year, even if you have received it in the past. You may re-apply each year, even if you did not receive it in prior years.

# Scholarship decisions

Based on numerous factors, the Fund will determine the amount and number of scholarships, if any, awarded for each academic year. The Fund will also determine if you meet the Fund eligibility requirement described above. Determinations regarding the eligibility requirement will be made in the sole and independent discretion of the Fund and shall be final and binding for all persons who apply for the scholarship.

UNLV will select the final scholarship recipients and will give preference based on financial need and past receipt of the scholarship. All decisions regarding the recipients will be made in the sole and independent discretion of UNLV and shall be final and binding for all persons who apply.

# Other important information

- The scholarship may only be used for tuition at UNLV. You cannot use the scholarship for registration fees, student body fees, activity fees, books, supplies, equipment, tools, meals, lodging, parking, or transportation.
- The scholarship cannot be applied towards post-graduate degrees.
- Scholarships are not guaranteed each year and may not be awarded in any particular year.
- Scholarship amounts will be applied to tuition only after all other financial aid, such as public or private financial assistance, fellowships, scholarships, or grants, is applied.

# Appeal rights

If you or your dependent(s) do not get the scholarship benefit because you do not meet the Fund eligibility requirement described in "Who is eligible" you may appeal the denial within 60 days of receiving the denial notice. Submit your appeal to:

The Appeals Subcommittee UNITE HERE HEALTH 711 N. Commons Drive Aurora, IL 60504-4197

*See page H-9* for more information about the subcommittee's review of your appeal, and when you will be notified of the Appeal Subcommittee's decision.

# General exclusions and limitations

# Learn:

> The types of care not covered by the Plan.

#### General exclusions and limitations

Each specific benefit section has a list of the types of treatment, services, and supplies that are not covered. In addition to those lists, the following types of treatment, services and supplies are also excluded for all medical care, prescription drugs, and vision care. No benefits will be paid under the Plan for charges incurred for or resulting from any of the following:

- Any bodily injury or sickness for which the person for whom a claim is made is not under the care of a healthcare provider.
- Any injury, sickness, or dental or vision treatment which arises out of or in the course of
  any occupation or employment, or for which you have gotten or are entitled to get benefits
  under a workers' compensation or occupational disease law, whether or not you have
  applied or been approved for such benefits.
- Any treatment, services, or supplies:
  - > For which no charge is made.
  - ➤ For which you, your spouse or child is not required to pay.
  - ➤ Which are furnished by or payable under any plan or law of a federal or state government entity, or provided by a county, parish, or municipal hospital when there is no legal requirement to pay for such treatment, services, or supplies.
- Any charge which is more than the Plan's allowable charge (see page I-2).
- Treatment, services, or supplies not recommended or approved by your healthcare provider or not medically necessary in treating the injury or sickness as defined by UNITE HERE HEALTH (see page I-5).
- Experimental treatment (see page I-4), or treatment that is not in accordance with generally accepted professional medical or dental standards as defined by UNITE HERE HEALTH.
- Any expense or charge for failure to appear for an appointment as scheduled, or charge for completion of claim forms, or finance charges.
- Any treatment, services, or supplies provided by an individual who is related by blood or marriage to you, your spouse, or your child, or who normally lives in your home.
- Any treatment, services, or supplies purchased or provided outside of the United States (or its Territories), unless for a medical emergency. The decision of the Trustees in determining whether an emergency existed will be final.
- Any charges incurred for treatment, services, or supplies as a result of a declared or undeclared war or any act thereof; or any loss, expense or charge incurred while a person is on active duty or in training in the Armed Forces, National Guard, or Reserves of any state or any country.

#### General exclusions and limitations

- Any injury or sickness resulting from participation in an insurrection or riot, or participation in the commission of a felonious act or assault.
- Any expense greater than the Plan's maximum benefits, or any expense incurred before eligibility for coverage begins or after eligibility terminates, unless specifically provided for under the Plan.
- Preventive medicine, unless specifically included as covered services.
- Any charges incurred for education or training, unless specifically included as covered services.
- Cosmetic services.
- To the extent of any charges denied or penalty assessed for any treatment or services requiring prior authorization, when this mandatory program is not used as required.
- Any elective procedure (other than sterilization or abortion, or as otherwise specifically stated as covered) that is not for the correction or cure of a bodily injury or sickness.
- Procedures-to reverse a voluntary sterilization.
- Treatment for or in connection with infertility, other than for diagnostic services.
- Any treatment, services or supplies for or in connection with the pregnancy or pregnancyrelated conditions incurred by dependent child except for preventive healthcare services.
  For example, ultrasounds, treatment associated with a high-risk pregnancy, non-preventive
  care, and delivery charges are not covered with respect to the pregnancy of a
  dependent child.
- Hospital charges for personal comfort items, including but not limited to telephones, televisions, cosmetics, guest trays, magazines, and bed or cots for family members or other guests.
- Supplies or equipment for personal hygiene, comfort or convenience such as, but not limited to, air conditioning, humidifier, physical fitness and exercise equipment, tanning bed, or water bed.
- Home construction for any reason.
- Any expense or charge by a rest home, old age home, or a nursing home.
- Any charges incurred while you are confined in a hospital, nursing home, or other facility
  or institution (or a part of such facility) which are primarily for education, training, or
  custodial care.
- Weight loss programs or treatment, except to treat morbid obesity if the program is under the direct supervision of a healthcare provider, or as specifically stated as covered (for example, diabetes education, nutrition counseling, or preventive healthcare services).

#### General exclusions and limitations

- Any smoking cessation treatment, drug, or device to help you stop smoking or using tobacco, other than preventive healthcare services or as otherwise stated as covered.
- Eye or hearing exams, except as specifically stated as covered or unless the exam is for the diagnosis or treatment of an accidental bodily injury or an illness. However, eye exams may be covered under the vision benefits (see the section starting *on page D-31*).
- Hearing aids.
- Eyeglasses or contact lenses, unless otherwise specifically covered under the Plan. However, eye exams may be covered under the vision benefits (see the section starting *on page D-31*).
- Massage therapy, rolfing, acupressure, or biofeedback training.
- Naturopathy or naprapathy.
- Athletic training.
- Services provided by or through a school, school district, or community or state-based educational or intervention program, including but not limited to any part of an Individual Education Plan (IEP).
- Court-ordered or court-provided treatment of any kind, including any treatment otherwise covered by this Plan when such treatment is ordered as a part of any litigation, court ordered judgment or penalty.
- Treatment, therapy, or drugs designed to correct a harmful or potentially harmful habit rather than to treat a specific disease, other than services or supplies specifically stated as covered.
- Megavitamin therapy, primal therapy, psychodrama, or carbon dioxide therapy.
- Services, treatment, or supplies for Christian Science.
- Any dental treatment of teeth or their supporting structures, or services or supplies associated with such treatment, unless specifically listed as covered.
- Travel or transportation other than professional ambulance transportation, unless otherwise specified as covered. This exclusions applies to services such as Medi-Car and Medicoach.
- A service or item that is not covered under the Plan's claims processing guidelines or any other internal rule, guideline, protocol or similar criterion that the Plan relies upon.
- Charges of claims incurred as a result, in whole or in part, of fraud, false information, or misrepresentation.

# Learn:

➤ How benefits are paid if you are covered under this Plan plus other plan(s).

These coordination of benefit provisions only apply to the medical and vision benefits. No coordination applies to prescription drug benefits or life and AD&D benefits.

Cigna may follow its own rules to coordinate dental benefits under the dental DPPO benefits; if there is a conflict between the information described in this section and the agreement with Cigna, the agreement with Cigna will govern. Contact Cigna with questions about coordination of your dental benefits.

If you or your dependents are covered under this Plan and are also covered under another group health plan, the two plans will coordinate benefit payments. Coordination of benefits (COB) means that two or more plans may each pay a portion of the allowable expenses. However, the combined benefit payments from all plans will not exceed 100% of allowable expenses.

This Plan coordinates benefits with the following types of plans:

- Group, blanket, or franchise insurance coverage.
- Group Blue Cross or Blue Shield coverage.
- Any other group coverage, including labor-management trusteed plans, employee organization benefit plans, or employer organization benefit plans.
- Any coverage under governmental programs or provided by any statute, except Medicaid.
- Any automobile insurance policies (including but not limited to "no fault" coverage containing personal injury protection (PIP)).

This Plan will not coordinate benefits with health maintenance organizations (HMOs) or reimburse an HMO for services provided. The Plan will also not coordinate with an individual policy.

#### Which plan pays first

The first step in coordinating benefits is to determine which plan pays first (the primary plan) and which plan pays second (the secondary plan). If the Plan is primary, it will pay its full benefits. However, if the Plan is secondary, the benefits it would have paid will be used to supplement the benefits provided under the other plan, up to 100% of allowable expenses.

#### Order of payment

The general rules that determine which plan pays first are summarized below.

- Plans that do not contain COB provisions always pay before those that do.
- Plans that have COB and cover a person as an employee always pay before plans that cover the person as a dependent.
- Plans that have COB and that covers a person (or dependent of such person) who is laid off,

F-2

retired, or enrolled in continuation coverage offered in accordance with federal or state law will be secondary to active coverage, including self-paid coverage.

- Continuation coverage offered in accordance with federal or state law, such as COBRA, will be secondary to any non-continuation coverage, subject to the rule for military or government plans, below.
- Generally military or government coverage will be secondary to all other coverage.
- With respect to plans that have COB and cover dependent children under age 18 whose parents are not separated, plans that cover the parent whose birthday falls earlier in a year pay before plans covering the parent whose birthday falls later in that year.
- With respect to plans that have COB and cover dependent children under age 18 whose parents are separated or divorced:
  - ▶ Plans covering the parent whose financial responsibility for the child's healthcare expenses is established by court order pay first.
  - ➤ If there is no court order establishing financial responsibility, the plan covering the parent with custody pays first.
  - ➤ If the parent with custody has remarried and the child is covered as a dependent under the plan of the stepparent, the order of payment is as follows:
    - The plan of the parent with custody.
    - The plan of the stepparent with custody.
    - The plan of the parent without custody.
- With respect to plans that have COB and cover adult dependent children age 18 and older
  under both parents' plans, regardless of whether these parents are separated or divorced, or
  not separated or divorced, the plan that covers the parent whose birthday falls earlier in a
  year pays before the plan covering the parent whose birthday falls later in the year, unless a
  court order requires a different order.
- With respect to plans that have COB and cover adult dependent children age 18 and older under one or more parents' plan and also under the dependent child's spouse's plan, the plan that has covered the dependent child the longest will pay first.

If these rules do not determine the primary plan, the plan that has covered the person for the longest period of time pays first.

#### COB, prior authorization, and referrals

When this Plan is secondary (pays its benefits after the other plan) and the primary plan's prior authorization or utilization management requirements are satisfied, you or your dependent will not be required to comply with this Plan's prior authorization or utilization management requirements. The Plan will accept the prior authorization or utilization management determinations made by the primary plan.

# **Special rules for Medicare**

#### I am an active employee

Generally, the Plan pays primary to Medicare for you and your dependents. However, there is an exception if you or your dependent has end-stage renal disease (see below).

If you are also enrolled in Medicare, Medicare will pay secondary. This means Medicare may pay for some of your expenses after the Plan pays its benefits.

# I am an active employee, but I have, or my dependent has, end-stage renal disease (ESRD)

For the first 30 months you (or your dependent) are eligible for Medicare because of ESRD, the Plan pays primary, and Medicare pays secondary.

Medicare will pay primary for people with ESRD, regardless of their age, beginning 30 months after you become eligible for Medicare because of ESRD. The Plan pays secondary, whether or not you (or your dependent) have enrolled in Medicare.

Your ESRD Medicare coverage will usually end, and the Plan's normal coordination rules will apply again:

- 12 months after the month you stop dialysis treatments; or
- 36 months after the month you have a kidney transplant.

If you (or your dependent) have ESRD, you should enroll in Medicare to avoid getting billed for things Medicare will cover.

#### I have COBRA coverage or retiree coverage

If you and your dependents have COBRA coverage or retiree coverage, and you (or your dependent) are eligible for Medicare, the Plan pays secondary to Medicare whether or not you (or your dependent) enroll in Medicare. The Plan won't pay amounts that can be paid by Medicare.

If you have retiree or COBRA coverage, and you do not enroll in both Medicare Part A (Hospital Benefits) and Part B (Doctor's Benefits) when you are 65, you will have to pay 100% of the costs that Medicare would have paid.

#### How to get help with Medicare

Get help enrolling in Medicare, or get answers about Medicare, by:

- Calling (800) 772-1213.
- Going online to <u>www.SocialSecurity.gov.</u>
- Contacting your local Social Security office.

# If you and your spouse are both employees under this Plan

If both you and your spouse are covered as employees under this Plan and you or your spouse cover the other person as your dependent, the Plan will coordinate benefits with itself (internal coordination of benefits). Any benefit maximums and copay requirements will be administered as if only one employee had coverage under the Plan.

This rule also applies when coordinating benefits for your children if you and your spouse are both covered as employees under this Plan, or if you and your dependent child are both covered as employees under the Plan.

# Subrogation

# Learn:

> Your responsibilities and the Plan's rights if your medical expenses are from an accident or an act caused by someone else.

# The Plan's right to recover payments

#### When injury is caused by someone else

Sometimes, you or your dependent suffer injuries and incur medical expenses as a result of an accident or act for which someone other than UNITE HERE HEALTH is financially responsible. For benefit repayment purposes, "subrogation" means that UNITE HERE HEALTH takes over the same legal rights to collect money damages that a participant had.

Typical examples include injuries sustained:

- In a motor vehicle or public transportation accident.
- By medical malpractice.
- By products liability.
- On someone's property.

In these cases, other insurance may have to pay all or a part of the resulting medical bills, even though benefits for the same expenses may be paid by the Plan. By accepting benefits paid by the Plan, you agree to repay the Plan if you recover anything from a third party.

#### Statement of facts and repayment agreement

In order to determine benefits for an injury caused by another party, UNITE HERE HEALTH may require a signed Statement of Facts. This form requests specific information about the injury and asks whether or not you intend to pursue legal action. If you receive a Statement of Facts, you must submit a completed and signed copy to UNITE HERE HEALTH before benefits are paid.

Along with the Statement of Facts, you will receive a Repayment Agreement. If you decide to pursue legal action or file a claim in connection with the accident, you and your attorney (if one is retained) must also sign a Repayment Agreement before UNITE HERE HEALTH pays benefits. The Repayment Agreement helps the Plan enforce its right to be repaid and gives UNITE HERE HEALTH first claim, with no offsets, to any money you or your dependents recover from a third party, such as:

- The person responsible for the injury.
- The insurance company of the person responsible for the injury.
- Your own liability insurance company.

The Repayment Agreement also allows UNITE HERE HEALTH to intervene in, or initiate on your behalf, a lawsuit to recover benefits paid for or in connection with the injury.

#### Settling your claim

Before you settle your claim with a third party, you or your attorney should contact UNITE HERE HEALTH to obtain the total amount of medical bills paid. Upon settlement, UNITE HERE HEALTH is entitled to reimbursement for the amount of the benefits it has paid or the full amount of the settlement or other recovery you or a dependent receive, whatever is less.

If UNITE HERE HEALTH is not repaid, future benefits may be applied to the amounts due, even if those benefits are not related to the injury. If this happens, no benefits will be paid on behalf of you or your dependent (if applicable) until the amount owed UNITE HERE HEALTH is satisfied.

If the Plan unknowingly pays benefits resulting from an injury caused by an individual who may have financial responsibility for any medical expenses associated with that injury, your acceptance of those benefits is considered your agreement to abide by the Plan's subrogation rule, including the terms outlined in the Repayment Agreement.

Although UNITE HERE HEALTH expects full reimbursement, there may be times when full recovery is not possible. The Trustees may reduce the amount you must repay if special circumstances exist, such as the need to replace lost wages, ongoing disability, or similar considerations.

When your claim settles, if you believe the amount UNITE HERE HEALTH is entitled to should be reduced, send your written request to:

Subrogation Coordinator UNITE HERE HEALTH P.O. Box 6020 Aurora, IL 60598-0020

# Eligibility for coverage

# Learn:

- ➤ Who is eligible for coverage (who is considered a dependent).
- ➤ How you enroll yourself and your dependents.
- > When and how you become eligible for coverage.
- > How you stay eligible for coverage.

#### Eligibility for coverage

You establish and maintain eligibility by working for an employer required to make contributions to UNITE HERE HEALTH on your behalf. There may be a waiting period before your employer is required to begin making those contributions. You may also have to satisfy other rules or eligibility requirements before your employer is required to contribute on your behalf. Any hours you work during a waiting period or before you meet all of the eligibility criteria before your employer is required to begin making contributions for you do not count toward establishing your eligibility under UNITE HERE HEALTH. If you have any questions about when your employer will begin making contributions for you, talk to your employer or union representative.

The eligibility rules described in this section will not apply to you until and unless your employer is required to begin making contributions on your behalf.

The Trustees may change or amend eligibility rules at any time.

# Who is eligible for coverage

#### **Employees**

You are eligible for coverage if you meet all of the following rules:

- You work for an employer who is required by a CBA to contribute to UNITE HERE HEALTH on your behalf.
- The contributions required by that CBA are received by UNITE HERE HEALTH. Contributions include any amounts you must pay for your share of the coverage.
- You meet the Plan's eligibility rules.

#### **Dependents**

If you have dependents when you become eligible for coverage, you can also sign up (enroll) your dependents for coverage during your initial enrollment period. Your dependents' coverage cannot start before your coverage starts. You cannot decline coverage for yourself and sign up your dependents.

Coverage for your dependents is not free. You must make monthly payments to cover the cost by paying directly to UNITE HERE HEALTH. Call the Fund at (800) 419-4373 for more information about when your dependent's coverage starts.

If you don't sign up your dependent, or don't make any required payments for your share of dependent coverage, the Plan will not pay benefits for that person.

# Who your dependents are

Your **dependent** is any of the following, provided you show proof of your relationship to them:

- Your legal spouse.
- Your **children** who are under age 26, including any of the following:
  - > Biological children.
  - > Step-children.
  - Adopted children or children placed with you for adoption, if you are legally responsible for supporting the children until the adoption is finalized.
  - Children for whom you are the legal guardian or for whom you have sole custody under a state domestic relations law.
  - ➤ Children entitled to coverage under a Qualified Medical Child Support Order.
    - ✓ Federal law requires UNITE HERE HEALTH to honor Qualified Medical Child Support Orders. UNITE HERE HEALTH has established procedures for determining whether a divorce decree or a support order meets federal requirements and for enrollment of any child named in the Qualified Medical Child Support Order. To obtain a copy of these procedures at no cost, or for more information, contact the Fund.

If your child is age 26 or older and disabled, his or her coverage may be continued under the Plan. In order to continue coverage, the child must have been diagnosed with a physical or mental handicap, must not be able to support himself or herself, and must continue to depend on you for support. Coverage for a child with a disability will continue as long as all of the following rules are met:

- You (the employee) remain eligible.
- ➤ The child's handicap began before age 19.
- ➤ The child was covered by the Plan on the day prior to his or her 19<sup>th</sup> birthday.

You must provide proof of the mental or physical handicap within 30 days after the date coverage would end because the child becomes age 26. The Fund may also require you to provide proof of the handicap periodically. Contact the Fund for more information on how to continue coverage for a child with a serious handicap.

#### **Enrollment requirements**

#### **Employees**

Once you become eligible, your coverage is automatic. However, you and your employer must provide the Fund with any required information before benefits will be paid on your behalf.

#### Eligibility for coverage

#### **Dependents**

✓ You cannot choose to cover just your dependents. You can only cover your dependents if you are enrolled for coverage, too.

In order to enroll your dependents, you must provide the requested information during your initial enrollment period. UNITE HERE HEALTH will tell you when this information is due. If you choose to just cover yourself (no dependent coverage), or if you do not provide the required enrollment materials by the due date, you will have to wait to enroll your dependents until the next open enrollment or special enrollment period (*see page G-9* for more information).

See page G-8 for information about when coverage for your dependents starts.

You must show that each dependent you enroll meets the Fund's definition of a dependent. You must provide at least one of the following for each of your dependents:

- A certified copy of your marriage certificate.
- A commemoration of marriage from a generally recognized denomination of organized religion.
- A certified copy of the birth certificate.
- A baptismal certificate.
- Hospital birth records.
- Written proof of adoption or legal guardianship.
- Court decrees requiring you to provide medical benefits for a dependent child.
- Copies of your most recent federal tax return (Form 1040 or its equivalents).
- Documentation of dependent status issued and certified by the United States Immigration and Naturalization Service (INS).
- Documentation of dependent status issued and certified by a foreign embassy.

Your or your spouse's name must be listed on the proof document as the dependent child's parent or legal guardian.

No benefits of any kind will be paid for your dependents until they are properly enrolled.

# When your coverage begins (initial eligibility)

Your coverage begins at 12:01 a.m. on the first day of the coverage period corresponding to the first work period for which contributions are required on your behalf.

For purposes of establishing initial eligibility:

- Work period means the 2-calendar-month period (shown below) for which your employer must make contributions to UNITE HERE HEALTH on your behalf and you are credited with at least 24 days of work.
- Lag period means the 2-calendar-month period between the end of a work period and the beginning of the corresponding coverage period.
- Coverage period means the 2-calendar-month period (shown below) you get coverage for benefits (based on the related work period).

Example: Establishing Initial Eligibility		
Work Period	Lag Period	Coverage Period
January and February	March and April	May and June
March and April	May and June	July and August
May and June	July and August	September and October
July and August	September and October	November and December
September and October	November and December	January and February
November and December	January and February	March and April

Suppose employer contributions are required on your behalf and you are credited with at least 24 days of work for the months of July and August. Your coverage will begin on November 1 and continues through the entire month of December.

#### Continuing eligibility

Once you establish eligibility, you continue to be eligible as long as contributions continue to be required on your behalf and you continue to be credited with the required number of days each work period.

For purposes of continuing eligibility:

- Work period means the 2-calendar-month period (shown below) for which your employer must make contributions to UNITE HERE HEALTH on your behalf and you are credited with at least 24 days of work.
- Lag period means the 2-calendar-month period between the end of a work period and the beginning of the corresponding coverage period.

#### Eligibility for coverage

• Coverage period means the 2-calendar-month period (shown below) you get coverage for benefits (based on the related work period).

Example - Continuing Eligibility			
Work Period	Lag Period	Coverage Period	
January and February	March and April	May and June	
March and April	May and June	July and August	
May and June	July and August	September and October	
July and August	September and October	November and December	
September and October	November and December	January and February	
November and December	January and February	March and April	

Suppose you became covered November 1 because your employer was required to make contributions on your behalf for the July-August work period. If a contribution is required on your behalf and you are credited with at least 24 days of work for the September-October work period, your coverage continues during January and February. A contribution for the November-December work period continues your coverage for March and April, and so on.

#### Continuing eligibility when you aren't credited with 24 days in a work period

If you aren't credited with at least 24 days in a work period, you may be able to continue your eligibility if your employer continues to contribute to UNITE HERE HEALTH on your behalf, and you are credited with at least the following number of days preceding the applicable coverage period:

- 48 days during the first 4 months of the immediately preceding 6 months.
- 72 days during the first 6 months of the immediately preceding 8 months.
- 96 days during the first 8 months of the immediately preceding 10 months.
- 120 days during the first 10 months of the immediately preceding 12 months.
- 144 days during the first 12 months of the immediately preceding 14 months.

#### **Self-payments for continuing eligibility**

You may be able to make self-payments if you lose eligibility because you aren't credited with enough days in a work period to continue eligibility.

✓ All self-payments must be postmarked no later than the 15<sup>th</sup> of the month immediately preceding the coverage period for which continued coverage is intended.

You may make partial self-payments for any work period in which you work at least one day. There is no limit on the number of partial self-payments you can make to continue your eligibility.

You may make full self-payments for any work period that immediately follows a work period for which you were credited with at least 24 days of work. If you are totally disabled, you can make full self-payments until you are entitled to Medicare. Full self-payments can only be made for up to six (2-month) work periods (in a row) when you are temporarily laid off or on an approved leave of absence. If you work at least one day during the 6 consecutive work periods you are making full self-payments:

- You may make a partial self-payment if your employer is required to make a contribution on your behalf, and
- You regain the right to make full self-payments for another six (2-month) work periods (in a row).

However, self-payments cannot be made if you move out of the area covered by UNITE HERE HEALTH or after your employment terminates.

Contact the Fund at (800) 419-4373 for more information about the current self-pay rate and how to make self-payments.

#### Self-payments during remodeling or restoration

If your work place closes or partially closes because it's being remodeled or restored, you may make self-payments to continue your coverage until your work place reopens. However, you may only make self-payments for up to 18 months from the date your work place closed.

However, if the facility is not reopened, if you are not recalled, or if you decline recall, no further self-payments will be accepted to continue your coverage. Your coverage will terminate on the last day of the month for which a payment was last accepted. However, you may be eligible for COBRA coverage (*see page G-20*).

#### Self-payments during a strike

You may also make self-payments to continue coverage if all of the following rules are met:

- Your CBA has expired.
- Your employer is involved in collective bargaining with the union and an impasse has been reached.
- The union certifies that affirmative actions are being taken to continue the collective bargaining relationship with the Employer.

#### Eligibility for coverage

You may make self-payments to continue your coverage for up to 12 months as long as you do not engage in conduct inconsistent with the actions being taken by the union.

#### Disability credit days to continue eligibility

You can continue coverage while you are totally disabled as a result of injury or sickness for up to 6 months if all of the following rules are met:

- You became totally disabled after you established initial eligibility.
- Your employer contributed to UNITE HERE HEALTH on your behalf for the work period in which your total disability started.
- You remain totally disabled for more than 60 days.

If you meet these requirements, beginning with the 61st day of your total disability, you will be credited with:

- 12 disability credit days for each month of your total disability, for up to 6 months (in a row).
- 3 days per week for partial months of disability, up to 12 days per month.

After you've used all of your disability credit days, you may self-pay to continue coverage for the duration of your total disability, but only until you are eligible for Medicare. You must submit written proof of your ongoing total disability to UNITE HERE HEALTH.

# When dependent coverage starts

Dependent coverage cannot start before your coverage starts. Dependent coverage cannot continue after your coverage ends.

Your cost for providing coverage for your dependents is the same regardless of whether you enroll just one dependent or more than one dependent. Remember, you must enroll your dependents before the Plan will pay benefits (*see page G-2*).

✓ Payments for dependent coverage must be postmarked no later than the 15th day of the month immediately preceding the intended coverage period.

Coverage for your dependents begins on the 1<sup>st</sup> day of the 2<sup>nd</sup> month following the month you make your first payment. You must provide any required enrollment materials, and make the applicable payment for the cost of your dependent's coverage during your initial enrollment period. UNITE HERE HEALTH will tell you the date this information is due.

If you want your dependents' coverage to start immediately, you can make an initial payment directly to UNITE HERE HEALTH equal to the number of monthly payments required from the date you become eligible for dependent coverage to the month in which your first payment is made. Call UNITE HERE HEALTH for more information about immediate coverage and payment requirements.

If you chose coverage for just yourself when you became initially eligible, you have to wait until the next open enrollment or special enrollment period to enroll dependents (see page G-9).

Once you have dependent coverage, if you want to add a new dependent, you must enroll the new dependent within the time frame explained under "Special enrollment periods" or wait until the next open enrollment period (*see page G-9*).

# Continued coverage for dependents

Your dependents will remain covered as long as you remain eligible, you continue to make the required monthly payments, *and* they continue to meet the definition of a dependent.

#### **Enrollment periods**

#### Open enrollment periods

Open enrollment periods give you the chance to elect coverage for your dependents if you do not have dependent coverage, or want to add additional dependents. If you want to enroll dependents, you must provide the required enrollment material and arrange to make any required payments. Your open enrollment materials will describe the deadlines for enrollment and when coverage will start.

#### Special enrollment periods

In a few special circumstances, you do not need to wait for the open enrollment period to enroll your dependents. You can enroll dependents for coverage within 60 days after any of the following events:

- Termination of other health coverage you (or your dependent) had when you previously became eligible for coverage (or your dependent first became eligible for coverage). If your (or your dependent's) other coverage was COBRA, you have a special enrollment right only if you (or your dependent) have exhausted the COBRA maximum continuation period.
- Your marriage.
- The birth of a child.
- The adoption or placement for adoption of a child under age 26.

#### Eligibility for coverage

- A dependent previously living in a foreign country comes to the United States and takes up residence with you.
- The loss of your or a dependent's eligibility for a Medicaid or Child Health Insurance Program (CHIP) benefits.
- When you or a dependent becomes eligible for financial assistance under Medicaid or CHIP to help pay for the cost of UNITE HERE HEALTH's dependent coverage.

As long as you enroll within 60 days and make the number of monthly payments required, coverage for your dependents will start:

- the 1st day of the month following your marriage or termination of other coverage.
- the date of event for all other special enrollment events.

For help understanding when dependent coverage will start if your payment doesn't include the extra payments to start coverage right away, call the Fund at (800) 419-4373.

If you don't take advantage of a special enrollment period, you must wait until the next open enrollment period or special enrollment period to enroll your dependents.

# Termination of coverage

# Learn:

> When your coverage and your dependents' coverage ends.

#### Termination of coverage

Your and your dependents' coverage continues as long as you maintain your eligibility as described on *page G-5* and you make any required payments for your share of your dependents' coverage. However, your coverage ends if one of the events described below happens. If your coverage terminates, you may be eligible to make payments to continue your coverage (called COBRA continuation coverage). *See page G-20*.

If you (the employee) are absent from covered employment because of uniformed service, you may elect to continue healthcare coverage under the Plan for yourself and your dependents for up to 24 months from the date on which your absence due to uniformed service begins. For more information, including the effect of this election on your COBRA rights, contact UNITE HERE HEALTH at (800) 419-4373.

# When employee coverage ends

Your (the employee's) coverage ends on the earliest of any of the following dates:

- The date the Plan is terminated.
- The last day of the coverage period corresponding to the last work period for which your employer was required to make a contribution on your behalf and you were credited with the minimum number of days required to maintain eligibility.
- The last day of the coverage period for which you last made a timely self-payment, if allowed to do so.
- The day you enter uniformed service, unless coverage is otherwise continued under the Plan's COBRA continuation provisions or the terms of the Uniformed Services Employee and Reemployment Rights Act of 1994, as amended.

See page G-13 for special rules that apply if your employer's CBA expires.

# When dependent coverage ends

Dependent coverage ends on the earliest of any of the following dates:

- The date the Plan is terminated.
- Your (the employee's) coverage ends.
- The dependent enters any branch of the uniformed services.
- The last day of the last coverage period for which you made a timely payment for dependent coverage.
- The last day of the month in which your dependent no longer meets the Plan's definition of a dependent.

You may also ask the Fund to stop covering your dependent (or dependents). Contact the Fund at (800) 419-4373 for more information about how to stop covering a dependent, or how to re-enroll a dependent if you change your mind.

# The effect of severely delinquent employer contributions

The Trustees may terminate eligibility for employees of an employer whose contributions to the Fund are severely delinquent. Coverage for affected employees will terminate as of the last day of the coverage period corresponding to the last work period for which the Fund grants eligibility by processing the employer's work report. The work report reflects an employee's work history, which allows the Fund to determine his or her eligibility.

The Trustees have the sole authority to determine when an employer's contributions are severely delinquent. However, because participants generally have no knowledge about the status of their employer's contributions to the Fund, participants will be given advance notice of the planned termination of coverage.

#### Special termination rules

Your coverage under the Plan will end if any of the following happens:

<u>If:</u> Your employer is no longer required to contribute because of decertification, disclaimer of interest by the Union, or a change in your collective bargaining representative,

<u>Then:</u> Your coverage ends on the last day of the month during which the decertification, disclaimer of interest, or change in your collective bargaining representative is determined to have occurred.

<u>If:</u> Your employer's Collective Bargaining Agreement expires, a new Collective Bargaining Agreement is not established, and your employer does not make contributions to UNITE HERE HEALTH,

<u>Then:</u> Your coverage ends on the last day of the coverage period corresponding to the last work period for which contributions were received.

<u>If:</u> Your employer's Collective Bargaining Agreement expires, a new Collective Bargaining Agreement is not established, and your employer continues making contributions to UNITE HERE HEALTH,

<u>Then:</u> Your coverage ends on the last day of the 12<sup>th</sup> month after the Collective Bargaining Agreement expires, unless the Trustees approve an extension.

If: Your employer withdraws in whole or in part from UNITE HERE HEALTH,

<u>Then:</u> Your coverage ends on the last day of the month for which your employer has an obligation to make contributions to UNITE HERE HEALTH.

# Termination of coverage

You should always stay informed about your union's negotiations and how these negotiations may affect your eligibility for benefits.

# Certificate of creditable coverage

You or your dependent may request a certificate of creditable coverage within the 24 months immediately following the date your or your dependents' coverage ends. The certificate shows the persons covered by the Plan and the length of coverage applicable to each. The Fund will only send a certificate of creditable coverage if you or your dependent request it.

Contact the Fund when you have questions about certificates of creditable coverage.

# Reestablishing eligibility

# Learn:

- ➤ How you can reestablish your and your dependents' eligibility.
- > Special rules apply if you are on a leave of absence due to the Family Medical Leave Act.
- > Special rules apply if you are on a leave of absence due to a call to active military duty.

# **Portability**

If you are covered by one UNITE HERE HEALTH Plan Unit when your employment ends but you start working for an employer participating in another UNITE HERE HEALTH Plan Unit within 90 days of your termination of employment with the original employer, you will become eligible under the new Plan Unit on the first day of the month for which your new employer is required to make contributions on your behalf.

- In order to qualify under this rule, within 60 days after you begin working for your new employer, you, the union, or the new employer must send written notice to the Operations Department in the Aurora Office stating that your eligibility should be provided under the portability rules. Your eligibility under the new Plan Unit will be based on that Plan Unit's rules to determine eligibility for the employees of new contributing employers (immediate eligibility).
- If written notice is not provided within 60 days after you begin working for your new employer, your eligibility under the new Plan Unit will be based on that Plan Unit's rules to determine eligibility for the employees of current contributing employers.

#### Family and Medical Leave Act (FMLA)

✓ Your eligibility will be continued during your leave of absence under the Family and Medical Leave Act (FMLA).

If you are making payments towards the cost of dependent coverage when your FMLA leave starts, you can continue your dependent coverage during your leave by making any required payments. If you stop making payments, your dependent coverage under the Plan will end. Contact the Fund at (800) 419-4373 for more information about when coverage will be reinstated after your FMLA leave.

#### The effect of uniformed service

If you are honorably discharged and returning from military service (active duty, inactive duty training, or full-time National Guard service), or from absences to determine your fitness to serve in the military, your coverage and your dependents' coverage will be reinstated immediately upon your return to covered employment if all of the following are met (and, for dependent coverage, provided the required payments for dependent coverage are made immediately upon your return to work):

- You provide your employer with advance notice of your absence, whenever possible.
- Your cumulative length of absence for "eligible service" is not more than 5 years.

- You report or submit an application for re-employment within the following time limits:
  - ➤ For service of less than 31 days or for an absence of any length to determine your fitness for uniformed service, you must report by the first regularly scheduled work period after the completion of service PLUS a reasonable allowance for time and travel (8 hours).
  - For service of more than 30 days but less than 181 days, you must submit an application no later than 14 days following the completion of service.
  - ➤ For service of more than 180 days, you must return to work or submit an application to return to work no later than 90 days following the completion of service.

However, if your service ends and you are hospitalized or convalescing from an injury or sickness that began during your uniformed service, you must report or submit an application, whichever is required, at the end of the period necessary for recovery. Generally the period of recovery may not exceed 2 years.

No waiting periods will be imposed on reinstated coverage, and upon reinstatement coverage shall be deemed to have been continuous for all Plan purposes.

✓ Your rights to reinstate coverage are governed by The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). If you have any questions, or if you need more information, contact the Fund.

# Reestablishing eligibility lost for other reasons

#### Reestablishing eligibility for employees

If you lose eligibility, and your loss of eligibility is 12 consecutive months or less, you can reestablish your eligibility by satisfying the Plan's continuing eligibility rules (*See page G-5*). If your loss of eligibility lasts for more than 12 months you must again satisfy the Plan's initial eligibility rules (*see page G-4*).

#### Reestablishing eligibility for dependents

If you remain eligible but dependent coverage terminates because you stop making the required payments, you will not be able to re-enroll your dependents until the next special enrollment period or next open enrollment period (*see page G-9*), whichever happens first.

If dependent coverage terminates because you lose eligibility for reasons other than termination of employment, dependent coverage will begin on the first day of the second month immediately following the month in which your payments for dependent coverage are resumed, provided they are resumed immediately upon your return to covered employment.

# COBRA continuation coverage

# Learn:

➤ How you can make self-payments to continue your coverage.

#### COBRA continuation coverage

The right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan, was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. This part of your SPD explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it. For more information about your rights and obligations under the Plan and under federal law, you should read this SPD or contact the Fund.

#### What is COBRA continuation coverage?

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this section. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

Continuation coverage is the same coverage that the Plan gives to other participants or beneficiaries under the Plan who are not receiving continuation coverage, except that you cannot continue life and accidental death and dismemberment insurance. Each qualified beneficiary who elects continuation coverage will have the same rights under the Plan as other participants or beneficiaries covered under the Plan, including open enrollment and special enrollment rights.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced;
- Your employment ends for any reason other than your gross misconduct; or
- Your employer withdraws from UNITE HERE HEALTH.

If you're the spouse of an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse's employer withdraws from UNITE HERE HEALTH;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or

You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee's employer withdraws from UNITE HERE HEALTH;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a "dependent child."

#### When is COBRA continuation coverage available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

- The end of employment or reduction of hours of employment;
- Death of the employee; or
- The employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).

UNITE HERE HEALTH uses its own records to determine when participants' coverage under the Plan ends.

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to:

UNITE HERE HEALTH Attn: COBRA Department P. O. Box 6557 Aurora, IL 60589-0557

You should use the Fund's forms to provide notice of any qualifying event, if you or a dependent are determined by the Social Security Administration to be disabled, or if you are no longer disabled. You can get a form by calling the Fund at (866) 711-4373.

#### COBRA continuation coverage

### How is COBRA continuation coverage provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, it will determine if you or your dependents are entitled to COBRA continuation coverage.

- If you or your dependents are not entitled to COBRA continuation coverage, you or your dependent will be mailed a notice within 14 days after UNITE HERE HEALTH has been notified of the qualifying event. The notice will explain why COBRA continuation coverage is not available.
- If you or your dependents are entitled to COBRA continuation coverage, you or the dependent will be mailed a description of your COBRA continuation coverage rights and the applicable election forms. The description of COBRA continuation coverage rights and the election forms will be mailed within 45 days after UNITE HERE HEALTH has been notified of the qualifying event. These materials will be mailed to those entitled to continuation coverage at the last known address on file.

COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

You must complete a COBRA continuation coverage election form and submit it within 60 days from the later of the following dates:

- The date coverage under the Plan would otherwise end.
- The date the Fund sends the election form and a description of the Plan's COBRA continuation coverage rights and procedures.

If your or your dependents' election form is received within the 60-day election period, you or your dependents will be sent a premium notice showing the amount owed for COBRA continuation coverage. The amount charged for COBRA continuation coverage will not be more than the amount allowed by federal law.

- UNITE HERE HEALTH must receive the first payment within 45 days after the date it
  receives your election form. The first payment must equal the premiums due from the date
  coverage ended until the end of the month in which payment is being made. This means
  that your first payment may be for more than one month of COBRA continuation coverage.
- After the first payment, additional payments are due on the first day of each month for which coverage is to be continued. To continue coverage, each monthly payment must be postmarked no later than 30 days after the payment is due.

Payments for COBRA continuation coverage must be made by check or money order (or other method acceptable to UNITE HERE HEALTH), payable to UNITE HERE HEALTH, and mailed to:

#### UNITE HERE HEALTH Attn: COBRA Department P. O. Box 809328

Aurora, IL 60680-9328

Generally, COBRA continuation coverage is a temporary continuation of coverage that generally lasts for up to 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended.

#### Disability extension of 18-month period of COBRA continuation coverage

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability has to have started at some time on or before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. To qualify for this special extended COBRA Coverage, the individual must send (or bring) to the Fund Office the Social Security disability determination before the initial 18 months of continuation coverage expires. After the Plan receives a copy of the disability determination, you will be notified of any increase in cost required to continue the COBRA Coverage for the extended period (the period between 18 and 29 months). Each qualified beneficiary who has elected continuation coverage will be entitled to the 11-month disability extension if one of them qualifies. If the qualified beneficiary is determined to no longer be disabled under the SSA, you must notify the Plan of that fact within 30 days after that determination.

#### Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

# When will COBRA continuation coverage end?

COBRA continuation coverage will end no later than the maximum period of time for which

#### COBRA continuation coverage

coverage can be continued is reached. However, continuation coverage will end on the first to occur of any of the following:

- The end of the month for which a premium was last paid, if you or your dependents do not pay any required premium when due.
- The date the Plan terminates.
- The date Medicare coverage becomes effective if it begins after the person's election of COBRA (Medicare coverage means you are entitled to coverage under Medicare; you have applied or enrolled for that coverage, if application is necessary; and your Medicare coverage is effective).
- The date the Plan's eligibility requirements are once again satisfied.
- The end of the month occurring 30 days after the date disability under the Social Security Act ends, if that date occurs after the first 18 months of continuation coverage have expired.
- The date coverage begins under any other group health plan.

If termination of continuation coverage ends for any of the reasons listed above, you will be mailed an early termination notice shortly after coverage terminates. The notice will specify the date coverage ended and the reason why.

# Are there other coverage options besides COBRA continuation coverage?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through self-pay (if you have that option), or the Health Insurance Marketplace, in Medicare, Medicaid, Children's Health Insurance Program (CHIP), or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at <a href="www.HealthCare.gov">www.HealthCare.gov</a>.

You should compare your other coverage options with COBRA continuation coverage and choose the coverage that is best for you. For example, if you move to other coverage you may pay more out-of-pocket than you would under COBRA because the new coverage may impose a new deductible.

# Can I enroll in Medicare instead of COBRA continuation coverage after my group health plan coverage ends?

In general, if you don't enroll in Medicare Part A or B when you are first eligible because you are still employed, after the Medicare initial enrollment period, you have an 8-month special enrollment period to sign up for Medicare Part A or B, beginning on the earlier of:

- The month after your employment ends; or
- The month after group health plan coverage based on current employment ends.

If you don't enroll in Medicare and elect COBRA continuation coverage instead, you may have to pay a Part B late enrollment penalty and you may have a gap in coverage if you decide you want Part B later. If you elect COBRA continuation coverage and later enroll in Medicare Part A or B before the COBRA continuation coverage ends, the Plan may terminate your continuation coverage. However, if Medicare Part A or B is effective on or before the date of the COBRA election, COBRA coverage may not be discontinued on account of Medicare entitlement, even if you enroll in the other part of Medicare after the date of the election of COBRA coverage.

If you are enrolled in both COBRA continuation coverage and Medicare, Medicare will generally pay first (primary payer) and COBRA continuation coverage will pay second. Certain plans may pay as if secondary to Medicare, even if you are not enrolled in Medicare.

For more information visit <a href="https://www.medicare.gov/medicare-and-you">https://www.medicare.gov/medicare-and-you</a>.

# If you have questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit <a href="www.dol.gov/ebsa">www.dol.gov/ebsa</a>. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.). For more information about the Marketplace, visit <a href="www.HealthCare.gov">www.HealthCare.gov</a>.

# Keep your Plan informed of address changes

To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

#### Plan contact information:

UNITE HERE HEALTH Attn: COBRA Department P. O. Box 6557 Aurora, IL 60589-0557 (866) 711-4373

# Learn how you file claims and appeal a denied claim:

- > What you need to do to file a claim.
- > The deadline to file a claim.
- > When you will get a decision on your claim.
- ➤ How to appeal if your claim is denied.
- ➤ When you will get a decision on your appeal.
- ➤ Your right to external claim review.

# Filing a benefit claim

Your claim for benefits must include all of the following information:

- Your name.
- Your Social Security number or member ID number.
- A description of the injury, sickness, symptoms, or other condition upon which your claim is based.

A claim for healthcare benefits should include any of the following information that applies:

- Diagnoses.
- Dates of service(s).
- Identification of the specific service(s) furnished.
- Charges incurred for each service(s).
- Name and address of the provider.
- When applicable, your dependent's name, Social Security number, and your relationship to the patient.

Claims for life or AD&D benefits may require a certified copy of the death certificate. All claims for benefits must be made as shown below. If you need help filing a claim, contact the Fund at (800) 419-4373.

#### Medical/surgical and mental health/substance abuse claims

Network providers will generally file the claim for you. However, if you need to file a claim, for example because you use a non-network provider, all claims for hospital, medical, or surgical treatment provided in Illinois must be mailed to Blue Cross and Blue Shield.

#### Blue Cross and Blue Shield of Illinois

P. O. Box 805107 Chicago, Illinois 60680-4112

All claims for **treatment furnished outside of Illinois** must be mailed to the local Blue Cross Blue Shield plan where you were treated.

However, claims for reimbursement for medical foods and travel and lodging expenses should be sent to UNITE HERE HEALTH. Be sure to include a completed claim form and itemized receipts.

UNITE HERE HEALTH

Attention: Claims Manager P.O. Box 6020 Aurora, IL 60598-0020

#### Prescription drug claims

If you use a network pharmacy, the pharmacy should file a claim for you. No benefits are payable if you use a pharmacy that does not participate in the pharmacy network. However, if you need to file a prescription drug claim for a prescription drug or supply purchased at a network pharmacy, you should send it to:

#### WellDyneRx Claim Reimbursement

P.O. Box 90369 Lakeland, FL 33804

#### **Dental claims**

Cigna dentists usually will generally file dental claims for you. However, if you need to file a claim, for example because you used a non-network provider, you should send the claim to Cigna:

#### Cigna

P.O. Box 188037 Chattanooga, TN 37422-8037

#### All other claims

All Life or AD&D claims, vision care claims, or any claims denied because you are not eligible, should be mailed to:

#### UNITE HERE HEALTH

P.O. Box 6020 Aurora, IL 60598-0020

If you are filing a claim for life or AD&D benefits, after you have contacted the Fund about an employee's death or dismemberment, BCBSIL will contact you to complete the claim filing process.

# Deadlines for filing a benefit claim

Only those benefit claims that are filed in a timely manner will be considered for payment. The following deadlines apply:

Deadline for filing a claim			
Type of claim	Deadline to file		
Dental benefits	1 year from date of service		
Life insurance	Within a reasonable amount of time		
	Written <i>notice</i> must be received within 31 days of loss (or as soon as possible).		
AD&D insurance	• Written <i>proof</i> of loss must be received within 90 days of loss (or as soon as possible). Other deadlines may apply to your additional AD&D insurance benefits—your insurance certificate provides more information.		

Deadline for filing a claim				
Type of claim	Deadline to file			
All other claims— Including healthcare benefits, including medical/surgical claims, mental health/ substance abuse claims, prescription drug claims and vision claims	18 months following the date the claim was incurred			

If you do not file a benefit claim by the appropriate deadline, your claim will be denied unless you can show that it was not reasonably possible for you to meet the claim filing requirements, and that you filed your claim as soon after the deadline as was reasonably possible.

#### Individuals who may file a benefit claim

You, a healthcare provider (under certain circumstances), or an authorized representative acting on your behalf may file a claim for benefits under the Plan.

#### Who is an authorized representative?

You may give someone else the authority to act for you to file a claim for benefits or appeal a claim denial. If you would like someone else (called an "authorized representative") to act for you, you and the person you want to be your authorized representative must complete and sign a form acceptable to the Fund. Call UNITE HERE HEALTH to obtain a form and submit it to:

#### UNITE HERE HEALTH Attention: Claims Manager P.O. Box 6020 Aurora, IL 60598-0020

In the case of an urgent care/emergency treatment claim, a healthcare provider with knowledge of your medical condition may act as your authorized representative.

If UNITE HERE HEALTH determines that you are incompetent or otherwise not able to pick an authorized representative to act for you, any of the following people may be recognized as your authorized representative without the appropriate form:

- Your spouse (or domestic partner).
- Someone who has power of attorney, or who is executor of your estate.

Your authorized representative may act on your behalf until the earlier of the following dates:

- The date you tell UNITE HERE HEALTH, either verbally or in writing, that you no longer want the authorized representative to act for you.
- The date a final decision on your appeal is issued.

#### **Determination of claims**

#### Post-service healthcare claims not involving concurrent care decisions

You will be notified of the decision within a reasonable period of time appropriate to your medical circumstances, but no later than 30 days after getting your claim. In general, benefits for medical/surgical services will be paid to the provider of those services.

This 30-day period may be extended one time for up to an additional 15 days if necessary for matters beyond the Plan's control. If a 15-day extension is required, you will be notified before the end of the original 30-day period. You will also be notified why the extension is needed, and when a decision is expected. If this extension is needed because you do not submit the information needed, you have 60 days from the date you are told more information is needed to submit it. You will be told what additional information you must provide. If you do not provide the required information within 60 days, your claim will be denied, and any benefits otherwise payable will not be paid.

#### Concurrent care decisions

If your ongoing course of treatment has been approved, any decision to reduce or terminate the benefits payable for that course of treatment is considered a denial of your claim. (If the Plan is amended or terminated, the reduction or termination of benefits is not a denial).

For example, if you are approved for a 30-day stay in a skilled nursing facility, but your clinical records on day 20 of your stay show that you only need to stay a total of 25 days, the approval for your skilled nursing facility stay may be changed from 30 days to 25 days. The final 5 days of your original 30-day stay will not be covered, and are considered a denial of your claim.

If your concurrent care claim is denied, you will be notified of the decision in time to allow you to appeal before the benefit is reduced or terminated.

Your request that your approved course of treatment be extended is also considered a concurrent care claim. If your request for an extension of your course of treatment is an urgent care/emergency treatment claim, a decision regarding your request will be made as soon as possible, taking into account the medical circumstances. You will be notified of the decision (whether denial or not) no later than 24 hours after receipt of your claim.

#### Life and AD&D claims

In general, you will be notified of the decision on your claim for life and AD&D benefits no later than 90 days after your claim is received.

This 90-day period may be extended for up to an additional 90 days if special circumstances require additional time. BCBSIL will notify you in writing if it requires more processing time before the end of the first 90-day period.

# Rules for prior authorization of benefits

In general, your request for prior authorization must be processed no later than 15 days from the date the request is received. In the case of an emergency, your request will be processed within 72 hours.

However, this 15-day period may be extended by 15 days for circumstances beyond the control of the prior authorization company, including if you or your healthcare provider did not submit all of the information needed to make a decision. If extra time is needed, you will be informed, before the end of the original 15-day period, why more time is needed and when a decision will be made.

If you are asked for more information, you must provide it within 45 days after you are asked for it. Once you are told that an extension is needed, the time you take to respond to the request for more information will not count toward the 15-day time limit for making a decision. If you do not provide any required information within 45 days, your request for prior authorization will be denied.

In the case of emergency treatment/urgent care, you have no less than 48 hours to provide any required information. A decision will be made as soon as possible, but no later than 48 hours, after you have provided all requested information.

If you don't follow the rules for requesting prior authorization, you will be given notice how to file such a request. This notice will be provided within 5 days (24 hours in case of an urgent care claim) of the failure.

#### Special rules for decisions involving concurrent care

If an extension of the period of time your healthcare provider prescribed is requested, and involves emergency treatment/urgent care, a decision must be made as soon as possible, but no later than 24 hours after your request is received, as long as your request is received at least 24 hours before the end of the authorized period of time.

If your request is not made more than 24 hours in advance, the decision must be made no later than 72 hours after your request is received. If the request for an extension of the prescribed period is not a request involving urgent care, the request will be treated as a new request to have benefits prior authorized and will be decided subject to the rules for a new request.

# If a request for prior authorization is denied

If all or part of a request for a benefit prior authorization is denied, you will receive a written denial. The denial will include all of the information federal law requires. The denial will explain

why your request was denied, and your rights to get additional information. It will also explain how you can appeal the denial, and your right to bring legal action if the denial is upheld after review.

#### Appealing a benefit prior authorization denial

If your request for a benefit prior authorization is denied, in whole or in part, you may appeal the decision. The next section explains how to appeal a benefit prior authorization denial.

#### If a benefit claim is denied

If your claim for benefits, or request for prior authorization, is denied, either in full or in part, you will receive a written notice explaining the reasons for the denial, including all information required by federal law. The notice will also include information about how you can file an appeal and any related time limits, including how to get an expedited (accelerated) review for emergency treatment/urgent care, if appropriate.

#### Life and AD&D claims

You can file an appeal within 60 days of BCBSIL's decision. BCBSIL will generally respond to your appeal within 60 days (but may request a 60-day extension). If you need help filing an appeal, or have questions about how BCBSIL's claim and appeal process works, contact BCBSIL.

#### **BCBSII**

Attn: Claim Department Appeals Specialist P.O. Box 7070 Downers Grove, IL 60515-5591

# Appealing claim denials (other than life and AD&D claims)

If your claim for benefits is denied, in whole or in part, you may file an appeal. As explained below, your claim may be subject to one or two levels of appeal.

All appeals must be in writing (except for appeals involving urgent care), signed, and should include the claimant's name, address, and date of birth, and your (the employee's) Social Security number. You should also provide any documents or records that support your claim.

#### Two levels of appeal for medical prior authorization denials

#### First level of appeal

All appeals for medical/surgical claims denied under the prior authorization program (prior authorization denials, denials based on retrospective review, or extensions of treatment beyond limits previously approved) must be sent within 12 months of your receipt of the claim denial to:

#### **MCM**

200 West Monroe Street, Suite 1850 Chicago, IL 60606

#### Second level of appeal

If all or any part of the original denial is upheld (meaning that the claim is still denied, in whole or in part, after your first appeal) and you still think the claim should be paid, you or your authorized representative must submit a second appeal within 45 days of the date the first-level denial was upheld to:

The Appeals Subcommittee UNITE HERE HEALTH 711 N. Commons Drive Aurora, IL 60504-4197

#### Two levels of appeals for prescription drug claim denials

#### First level of appeal

If a prescription drug claim, including a prior authorization claim, is denied, the claim has two levels of appeals. The first appeal of a prescription drug claim denial must be sent within 180 days of your receipt of Hospitality Rx's denial to:

UNITE HERE HEALTH Attn: Hospitality Rx P.O. Box 6020 Aurora, IL 60598-0020

#### Second level of appeal

If all or any part of the original denial is upheld (meaning that the claim is still denied, in whole or in part, after your first appeal) and you still think the claim should be paid, you or your authorized representative must submit a second appeal within 45 days of the date the first-level denial was upheld to:

The Appeals Subcommittee UNITE HERE HEALTH 711 N. Commons Drive Aurora, IL 60504-4197

#### John Wilhelm Scholarship benefits: one level of appeal

If you or your dependent(s) do not get the scholarship benefit because you do not meet the Fund eligibility requirement as described *on page D-40*, you may appeal the denial within 60 days of receiving the denial notice to:

The Appeals Subcommittee UNITE HERE HEALTH 711 Commons Dr. Aurora, IL 60504-4197

The Fund will generally respond to your appeal within 60 days (but may request a 60-day extension).

#### One level of appeal for most other claims

If you disagree with all or any part of a dental, or vision claim denial, or post-service healthcare claim denial, and you wish to appeal the decision, you must follow the steps in this section. You must submit an appeal within 12 months of your receipt of the claim denial to:

# The Appeals Subcommittee UNITE HERE HEALTH

711 N. Commons Dr. Aurora, IL 60504-4197

The Appeals Subcommittee will not enforce the 12-month filing limit when:

- You could not reasonably file the appeal within the 12-month filing limit because of:
  - ➤ Circumstances beyond your control, as long as you file the appeal as soon as reasonably possible.
  - ➤ Circumstances in which the claim was not processed according to the Plan's claim processing requirements.
- The Appeals Subcommittee would have overturned the original benefit denial based on its standard practices and policies.

# Appeals involving urgent care claims

If you are appealing a denial of benefits that qualifies as a request for emergency treatment/urgent care, you can orally request an expedited (accelerated) appeal of the denial by calling:

- (630) 699-4372 for urgent medical appeals.
- (844) 813-3860 for urgent prescription drug appeals.

All necessary information may be sent by telephone, facsimile or any other available reasonably effective method.

#### Appeals under the sole authority of the plan administrator

The Trustees have given the Plan Administrator sole and final authority to decide all appeals resulting from the following circumstances:

- UNITE HERE HEALTH's refusal to accept self-payments, including payments for dependent coverage, made after the due date.
- Late COBRA payments and applications to continue coverage under the COBRA provisions.
- Late applications, including late applications to enroll for dependent coverage.

You must submit your appeal within 12 months of the date the late payment or late application was refused to:

The Plan Administrator UNITE HERE HEALTH 711 N. Commons Dr. Aurora, IL 60504-4197

### Review of appeals

During review of your appeal, you or your authorized representative are entitled to:

- Upon request, examine and obtain copies, free of charge, of all Plan documents, records and other information that affect your claim.
- Submit written comments, documents, records, and other information relating to your claim.
- Information identifying the medical or vocational experts whose opinion was obtained on behalf of UNITE HERE HEALTH in connection with the denial of your claim. You are entitled to this information even if this information was not relied on when your appeal was denied.
- Designate someone to act as your authorized representative (*see page H-4* for details).

In addition, UNITE HERE HEALTH must review your appeal based on the following rules:

- UNITE HERE HEALTH will not defer to the initial denial of your claim.
- Review of your appeal must be conducted by a named fiduciary of UNITE HERE HEALTH who is neither the individual who initially denied your claim, nor a subordinate of such individual.
- If the denial of your initial claim was based, in whole or in part, on a medical judgment (including decisions as to whether a drug, treatment, or other item is experimental, investigational, or not medically necessary or appropriate), a named fiduciary of UNITE HERE HEALTH will consult with a healthcare provider who has appropriate training

and experience in the field of medicine involved in the medical judgment. This healthcare provider cannot be an individual who was consulted in connection with the initial determination on your claim, nor the subordinate of such individual.

# Notice of the decision on your appeal

You will be notified of the decision on your appeal within the following time frames, counted from the reviewing entity's receipt of your appeal:

	Emergency Treatment/ Urgent Care	Prior Authorization	All Other Healthcare Claims	
Subject to one level of appeal	As soon as possible not later than 72 hours	Within a reasonable time period, but not later than 30 days	Within a reasonable time period, but not later than 60 days	
Subject to two levels of appeal	As soon as possible but not later than 72 hours for both levels of appeal combined	Within a reasonable time period, but not later than 15 days for each level of appeal	Within a reasonable time period, but not later than 30 days for each level of appeal	

If your claim is denied on appeal based on a medical necessity, experimental treatment, or similar exclusion or limit, a statement that an explanation of the scientific or clinical judgment for the determination applying the terms of the Plan to your medical circumstances will be provided free of charge upon request.

If your appeal is denied, you will be provided with a written notice of the denial which includes all of the information required by federal law, including a description of the Plan's external review procedures (where applicable), how to appeal for external review, and the time limits applicable to such procedures.

# Independent external review procedures

Within four months after the date you receive a final notice from the Appeals Subcommittee that your appeal has been denied, you may request an external review by an independent external review organization. If you wish to have the external review organization review your claim, you should submit your request to the Plan.

The Plan will conduct a preliminary review of your eligibility for external review within five business days after receiving your request. To be eligible for external review, you must meet all of the following requirements:

- You must have been eligible for benefits at the time you incurred the medical expense.
- Your claim denial must involve a medical judgment or rescission of coverage.

- The denial must not relate to your failure to meet the Plan's eligibility requirements (eligibility claims are not subject to external review).
- You must have exhausted your internal appeal rights.
- You must submit all the necessary information and forms.

After completing its preliminary review, the Plan has one day to notify you of its determination.

If you are eligible for external review, the Plan will send your information to the review organization. The external review will be independent and the review organization will afford no deference to the Plan's prior decisions. You may submit additional information to the review organization within ten business days after the review organization receives the request for review. This information may include any of the following:

- Your medical records.
- Recommendations from any attending healthcare provider.
- Reports and other documents.
- The Plan terms.
- Practice guidelines, including evidence-based standards.
- Any clinical review criteria the Plan developed or used.

Within 45 days of receiving the request for review, you will be given notice of the external review decision. The notice from the review organization will explain the decision and include other important information. The external review organization's decision is binding on the Plan. If it approves your request, the Plan will provide immediate coverage.

### **Internal appeal exception**

In certain situations, if the Plan fails to follow its claims procedures, you are deemed to have exhausted the Plan's internal appeals process and may immediately seek an independent external review or pursue legal action under Section 502(a) of ERISA. Please note this exception does not apply if the Plan's failure is de minimis; non-prejudicial; based on good cause or matters beyond the Plan's control; part of a good faith exchange of information between you and the Plan; and not reflective of a pattern or practice of plan non-compliance. If you believe the Plan violated its own internal procedures, you may ask the Plan for a written explanation of the violation. The Plan will provide you with an answer within ten (10) days. To use this exception, you must request external review or commence a legal action no later than 180 days after receipt of the initial adverse determination. If the court or external reviewer rejects your request for immediate review, the Plan will notify you (within 10 days) of your right to pursue internal appeal. The applicable time limit for you to now file your internal appeal will begin to run when you receive that notice from the Plan.

# Non-assignment of claims

You may not assign your claim for benefits under the Plan to a non-network provider without the Plan's express written consent. A non-network provider is any doctor, hospital or other provider that is not in a PPO or similar network of the Plan.

This rule applies to all non-network providers, and your provider is not permitted to change this rule or make exceptions on their own. If you sign an assignment with them without the Plan's written consent, it will not be valid or enforceable against the Plan. This means that a non-network provider will not be entitled to payment directly from the Plan and that you may be responsible for paying the provider on your own and then seeking reimbursement for a portion of the charges under the Plan rules.

Regardless of this prohibition on assignment, the Plan may, in its sole discretion and under certain limited circumstances, elect to pay a non-network provider directly for covered services rendered to you. Payment to a non-network provider in any one case shall not constitute a waiver of any of the Plan's rules regarding non-network providers, and the Plan reserves of all of its rights and defenses in that regard.

# Commencement of legal action

Neither you, your beneficiary, nor any other claimant may commence a lawsuit against the Plan (or its Trustees, providers, or staff) for benefits denied until the Plan's internal appeal procedures have been exhausted. This requirement does not apply to your rights to an external review by an independent review organization ("IRO") under the Affordable Care Act.

If you finish all internal appeals and decide to file a lawsuit against the Plan, that lawsuit must be commenced no more than 12 months after the date of the appeal denial letter. If you fail to commence your lawsuit within this 12-month time frame, you will permanently and irrevocably lose your right to challenge the denial in court or in any other manner or forum. This 12-month rule applies to you and to your beneficiaries and any other person or entity making a claim on your behalf.

De	fin	iti	0	ns

# Learn:

> A summary definition of some of the terms the Plan uses.

Call the Fund if you aren't sure what a word or phrase means.

# Allowable charges

An **allowable charge** is the amount of charges for covered treatments, services, or supplies that the Plan uses to calculate the benefits it pays for a claim. If you choose a non-network provider, the provider may charge more than the **allowable charge**. You must pay this difference between the actual charges and the **allowable charges**. Any charges that are more than the **allowable charge** are not covered. The Plan will not pay benefits for charges that are more than the **allowable charge**.

The Board of Trustees has the sole authority to determine the level of **allowable charges** the Plan will use. In all cases the Trustees' determination will be final and binding.

- Allowable charges for services furnished by network providers are based on the rates specified in the contract between UNITE HERE HEALTH and the provider network. Providers in the network usually offer discounted rates to you and your family. This means lower out-of-pocket costs for you and your family.
- Treatment by a non-network provider means you pay more out-of-pocket costs. Except where a different allowable charge is required by federal law for non-network emergency medical treatment, the Plan calculates benefits for non-network providers based on an independent metric, like the Medicare rate or the contracted network rates. The Plan will not pay the difference between what a non-network provider actually charges, and what the Plan considers an **allowable charge**. You pay this difference in cost. (This is sometimes called "balance billing.")

# Copay or copayment

A fixed amount (for example, \$10) you pay for a covered health care service. You usually have to pay your **copay** to the provider at the time you get health care. The amount can vary by the type of covered health care service. Usually, once you have paid your **copay**, the Plan pays the rest of the covered expenses.

You can get more information about your medical, prescription drug, dental, or vision **copays** in the appropriate section of this SPD. (See the beginning of the SPD for the table of contents.)

# Coinsurance

Your share of the costs of a covered expense, calculated as a percent (for example, 20%) of the allowable charge for the service. For example, if the allowable charge for durable medical equipment is \$1,000, your 20% **coinsurance** equals \$200. The Fund pays the rest of the allowable charge.

#### Cosmetic services

**Cosmetic services** are intended to better your appearance. "Cosmetic services" do not include reconstructive services, which are mainly to restore bodily function or to fix significant deformity caused by accidental injury, trauma, congenital condition, or previous therapeutic process.

Mastectomies, and reconstruction following a mastectomy, will not be considered a **cosmetic** service (*see page D-8*).

Medically necessary gender reassignment services are not cosmetic services (see page D-9).

# Covered expense

A treatment, service or supply for which the Plan pays benefits. **Covered expenses** are limited to the allowable charge.

#### **Deductible**

The amount you owe for covered dental expenses before the Fund begins paying benefits.

Amounts you pay for dental care that is not a covered expense will not count toward your deductible. This includes but is not limited to, excluded services and supplies, charges that are more than the allowable charge, amounts over a benefit maximum or limit, and other charges for which no benefits are payable.

# **Durable medical equipment (DME)**

Durable medical equipment (DME) must meet all of the following rules:

- Mainly treats or monitors injuries or sicknesses.
- Withstands repeated use.
- Improves your overall medical care in an outpatient setting.

Some examples of DME are: wheelchairs, hospital-type beds, respirators and associated support systems, infusion pumps, home dialysis equipment, monitoring devices, home traction units, and other similar medical equipment or devices. The supplies needed to use DME are also considered DME.

# **Emergency medical treatment**

Emergency medical treatment means covered medical services used to treat a medical condition displaying acute symptoms of sufficient severity (including severe pain) that an individual with average knowledge of health and medicine could expect that not receiving immediate medical attention could place the health of a patient, including an unborn child, in serious jeopardy or result in serious impairment of bodily functions or bodily organs or body parts.

# Experimental, investigational, or unproven (experimental or investigational)

Experimental, investigational, or unproven procedures or supplies are those procedures or supplies which are classified as such by agencies or subdivisions of the federal government, such as the Food and Drug Administration (FDA) or the Office of Health Technology Assessment of the Centers for Medicare & Medicaid Services (CMS); or according to CMS's Medicare Coverage Issues Manual. Procedures and supplies that are not provided in accordance with generally accepted medical practice, or that the medical community considers to be experimental or investigative will also meet the definition of experimental, investigational, or unproven, as does any treatment, service, and supply which does not constitute an effective treatment for the nature of the illness, injury, or condition being treated as determined by the Trustees or their designee.

However, routine patient costs associated with clinical trials are not considered **experimental**, **investigational**, **or unproven**.

# Healthcare provider

A **healthcare provider** is any person who is licensed to practice any of the branches of medicine and surgery by the state in which the person practices, as long as he or she is practicing within the scope of his or her license.

A **dentist** is a healthcare provider licensed to practice dentistry or perform oral surgery in the state in which he or she is practicing, as long as he or she practices within the scope of that license. Another type of healthcare provider may be considered a dentist if the **healthcare provider** is performing a covered dental service and otherwise meets the definition of "**healthcare provider**."

A **provider** may be an individual providing treatment, services, or supplies, or a facility (such as a hospital or clinic) that provides treatment, services, or supplies.

A relative related by blood or marriage, or a person who normally lives in your home with you will not be considered a **healthcare provider**.

# Injuries and sicknesses

Benefits are only paid for the treatment of **injuries** or **sicknesses** that are not related to employment (non-occupational **injuries** or **sicknesses**).

**Sickness** also includes mental health conditions and substance abuse. For employees and spouses only, sickness also includes pregnancy and pregnancy-related conditions, including abortion.

The Plan only pays benefits for preventive healthcare for a pregnant dependent child. *Generally, maternity charges for a pregnant dependent child that are not preventive healthcare (see page I-6) are not covered by the Plan.* "Non-preventive maternity care" includes but is not limited to ultrasounds, care for a high-risk pregnancy, and the actual childbirth and delivery. No benefits are payable for the child of your child (unless the child meets the Plan's definition of a dependent (see page G-2).

The Plan will also consider voluntary sterilization procedures to be a sickness.

Treatment of infertility, including fertility treatments such as in-vitro fertilization or other such procedures, is not considered a sickness or an injury.

# Medically necessary

Medically necessary services, supplies, and treatment are:

- Consistent with and effective for the injury or sickness being treated;
- Considered good medical practice according to standards recognized by the organized medical community in the United States; and
- Not experimental or investigational (*see page I-4*), nor unproven as determined by appropriate governmental agencies, the organized medical community in the United States, or standards or procedures adopted from time-to-time by the Trustees.

However, with respect to mastectomies and associated reconstructive treatment, allowable charges for such treatment is considered **medically necessary** for covered expenses incurred based on the treatment recommended by the patient's healthcare provider, as required under federal law. For ambulance benefits and medical necessity requirements *see page D-6*.

However, the Board of Trustees has the sole authority to determine whether care and treatment is medically necessary, and whether care and treatment is experimental or investigational. In all cases, the Trustees' determination will be final and binding. Determinations of medical necessity and whether or not a procedure is experimental or investigative are solely for the purpose of establishing what services or courses of treatment are covered by the Plan. All decisions regarding medical treatment are between you and your healthcare provider and should be based on all appropriate factors, only one of which is what benefits the Plan will pay.

#### Out-of-Pocket limit for network care and treatment

In order to protect you and your family, the Plan limits your cost-sharing for covered network services during a calendar year. Your **out-of-pocket limit** limits the amount of deductibles, coinsurance, and copays you pay during one calendar year for network medical and prescription drug covered expenses.

Amounts you pay out-of-pocket for services and supplies that are not covered, amounts over the allowable charges, or care or treatment you receive after the Plan's maximum benefit, do not count toward your **out-of-pocket limit**. In addition, amounts you pay in addition to your prescription drug copay when you choose a brand name drug when a generic equivalent is available or for early refill surcharges, do not count toward your **out-of-pocket limit**.

Out-of-pocket costs for non-network care or treatment do not count toward your out-of-pocket limit, except for emergency medical treatment. Non-network expenses do not count toward your out-of-pocket limit, except for deductibles, coinsurance, and copays you pay for: emergency medical treatment; ambulance transportation; treatment provided by non-network healthcare providers who specialize in emergency medicine, radiology, anesthesiology, or pathology; inpatient consultations with non-network providers; and, non-network professional services when the network doesn't have a provider in the required specialty. The Plan will not pay 100% for services or supplies that are not covered, or that are provided by a non-network provider, even if you have met your out-of-pocket limit(s) for the year.

You can get more information about your **out-of-pocket limits** in the medical and prescription drug benefit sections of this SPD. (See the beginning of the SPD for the table of contents.)

### **Plan Document**

The rules and regulations governing the Plan of benefits provided to eligible employees and dependents participating in Plan Unit 117 (Chicago Sporting Events).

#### Preventive healthcare

Under the medical and prescription drug benefits, **preventive healthcare** is covered at 100%—there is no cost to you—when you use a network provider and meet any age, risk, or frequency rules. **Preventive healthcare** is defined under federal law as:

- Services rated "A" or "B" by the United States Preventive Services Task Force (USPSTF).
- Immunization recommended by the Advisory Committee on Immunization Practices of the Center for Disease Control and Prevention.
- Preventive care and screenings for women as recommended by the Health Resources and Services Administration.

• Preventive care and screenings for infants, children, and adolescents provided in the comprehensive guidelines supported by the Health Resources and Services Administration.

Certain **preventive healthcare** may be covered more liberally (for example, more frequently or at earlier/later ages) than required. The Plan also considers routine PSA screening tests (prostate-specific antigen tests) and preventive vitamin D to be preventive healthcare.

Contact the Fund with questions about what types of **preventive healthcare** is covered, and to find out if any age, risk, or frequency limitations apply. You can also go to: <a href="https://www.healthcare.gov/preventive-care-benefits">www.healthcare.gov/preventive-care-benefits</a> for a summary. This website may not show all applicable limitations and may include certain services that aren't yet required to be included under your Plan. If you don't meet the criteria for preventive healthcare, it might not be covered under the Plan at all.

The list of covered **preventive healthcare** changes from time to time as **preventive healthcare** services and supplies are added to or taken off of the USPSTF's list of required **preventive healthcare**. The Fund follows federal law that determines when these changes take effect.

Other important information	

# Other important information

# Who pays for your benefits?

In general, Plan benefits are provided by the money (contributions) employers participating in the Plan must contribute on behalf of eligible employees under the terms of the Collective Bargaining Agreements (CBAs) negotiated by your union. Plan benefits are also funded by amounts you may be required to pay for your share of your dependent's coverage.

# What benefits are provided through insurance companies?

This Plan provides the following benefits on a self-funded basis; however the Plan may contract with other organizations to help administer certain benefits. Self-funded means that none of these benefits are funded through insurance contracts. Benefits and associated administrative expenses are paid directly from UNITE HERE HEALTH.

- Medical benefits. MCM provides prior authorization and other utilization review services, case management, and chronic condition management.
- Prescription drug benefits. These benefits are administered by Hospitality Rx, LLC, a wholly owned subsidiary of UNITE HERE HEALTH.
- Vision benefits.
- Dental benefits. Dental benefits are administered by Cigna Health and Life Insurance Company (Cigna).

The Plan provides the life and accidental death & dismemberment (AD&D) benefits on a fully insured basis. These benefits are funded and guaranteed under a group policy underwritten by Dearborn National (branded as BCBSIL).

# **Interpretation of Plan provisions**

For claims subject to independent external review (*see page H-11*), the IRO has the authority to make decisions about benefits, and decide all questions about claims, submitted for independent external review.

For benefits provided on a fully insured basis, the insurer has the sole authority to make decisions about benefits and decide all questions or controversies of whatever character with respect to the insured policy.

**All other authority rests with the Board of Trustees.** The Board of Trustees of UNITE HERE HEALTH has sole and exclusive authority to:

Make the final decisions about applications for or entitlement to Plan benefits, including:

Ι

- ➤ The exclusive discretion to increase, decrease, or otherwise change Plan provisions for the efficient administration of the Plan or to further the purposes of UNITE HERE HEALTH,
- ➤ The right to obtain or provide information needed to coordinate benefit payments with other plans,
- ➤ The right to obtain second medical or dental opinions or to have an autopsy performed when not forbidden by law;
- Interpret all Plan provisions and associated administrative rules and procedures;
- Authorize all payments under the Plan or recover any amounts in excess of the total amounts required by the Plan.

The Trustees' decisions are binding on all persons dealing with or claiming benefits from the Plan, unless determined to be arbitrary or capricious by a court of competent jurisdiction. Benefits under this Plan will be paid only if the Board of Trustees of UNITE HERE HEALTH, in their sole and exclusive discretion, decide that the applicant is entitled to them.

The Plan gives the Trustees full discretion and sole authority to make the final decision in all areas of Plan interpretation and administration, including eligibility for benefits, the level of benefits provided, and the meaning of all Plan language (including this Summary Plan Description). In the event of a conflict between this Summary Plan Description and the Plan Document governing the Plan, the Plan Document will govern.

# **Restriction of venue**

Any action, claim, controversy, or dispute relating to or arising under the Fund, Plan, Summary Plan Description, and/or Trust Agreement shall be brought and resolved only in the United States District Court for the Northern District of Illinois and in any courts in which appeals from such court are heard.

# Amendment or termination of the Plan

The Trustees reserve the right to amend or terminate UNITE HERE HEALTH, either in whole or in part, at any time, in accordance with the Trust Agreement. For example, the Trustees may determine that UNITE HERE HEALTH can no longer carry out the purposes for which it was founded, and therefore should be terminated.

In accordance with the Trust Agreement, the Trustees also reserve the right to amend or terminate your Plan or any other Plan Unit, or to amend, terminate or suspend any benefit schedule under any Plan Unit at any time. Such termination or suspension, as well as, the termination, expiration, or discontinuance of any insurance policy under UNITE HERE HEALTH shall not necessarily constitute a termination of UNITE HERE HEALTH.

# Other important information

If UNITE HERE HEALTH is terminated, in whole or in part, or if your Plan, any other Plan Unit or any schedule of benefits is terminated or suspended, no employer, participant, beneficiary or other employee benefit plan will have any rights to any part of UNITE HERE HEALTH's assets. This means that no employer, plan or other person shall be entitled to a transfer of any of UNITE HERE HEALTH's assets on such termination or suspension. The Trustees may continue paying claims incurred before the termination of UNITE HERE HEALTH or any Plan Unit, as applicable, or take any other actions as authorized by the Trust Agreement. Payment of benefits for claims incurred before the termination of UNITE HERE HEALTH, any Plan Unit, or any schedule of benefits will depend on the financial condition of UNITE HERE HEALTH.

Your Plan and all other Plan Units in UNITE HERE HEALTH are all part of a single employee health plan funded by a single trust fund. No Plan Unit and no schedule of benefits shall be treated as a separate employee benefit plan or trust.

# Free choice of provider

The decision to use the services of particular hospitals, clinics, doctors, dentists, or other healthcare providers is voluntary, and the Fund makes no recommendation as to which specific provider you should use, even when benefits may only be available for services furnished by providers designated by the Fund. You should select a provider or treatment based on all appropriate factors, only one of which is coverage under the Fund.

Providers are not agents or employees of UNITE HERE HEALTH, and the Fund makes no representation regarding the quality of service provided.

# Workers' compensation

The Plan does not replace or affect any requirements for coverage under any state Workers' Compensation or Occupational Disease Law. If you suffer a job-related sickness or injury, notify your employer immediately.

# Type of Plan

UNITE HERE HEALTH is a welfare plan providing healthcare and other benefits, including life insurance and accidental death and dismemberment. UNITE HERE HEALTH is maintained through Collective Bargaining Agreements between UNITE HERE and certain employers. These agreements require contributions to UNITE HERE HEALTH on behalf of each eligible employee. For a reasonable charge, you can get copies of the Collective Bargaining Agreements by writing to the Plan Administrator. Copies are also available for review at the Aurora, Illinois, Office, and within 10 days of a request to review, at the following locations: regional offices, the main offices of employers at which at least 50 participants are working, or the main offices or meeting halls of local unions.

# **Employer and employee organizations**

You can get a complete list of employers and employee organizations participating in the Plan by writing to the Plan Administrator. Copies are also available for review at the Aurora, Illinois, Office and, within 10 days of a request for review, at the following locations: regional offices, the main offices of employers at which at least 50 participants are working, or the main offices or meeting halls of local unions.

# Plan administrator and agent for service of legal process

The Plan Administrator and the agent for service of legal process is the Chief Executive Officer (CEO) of the UNITE HERE HEALTH. Service of legal process may also be made upon any Fund trustee. The CEO's address and phone number are:

UNITE HERE HEALTH Chief Executive Officer 711 North Commons Drive Aurora, IL 60504-4197 (630) 236-5100

# **Employer identification number**

The Employer Identification Number assigned by the Internal Revenue Service to the Board of Trustees is EIN# 23-7385560.

# Plan number

The Plan Number is 501.

# Plan year

The Plan year is the 12-month period set by the Board of Trustees for the purpose of maintaining UNITE HERE HEALTH's financial records. Plan years begin each April 1 and end the following March 31.

# Remedies for fraud

If you or a dependent submit information that you know is false, if you purposely do not submit information, or if you conceal important information in order to get any Plan benefit, the Trustees may take actions to remedy the fraud, including: asking for you to repay any benefits paid, denying payment of any benefits, deducting amounts paid from future benefit payments, and suspending and revoking coverage.

# Other important information

# Limited retroactive terminations of coverage allowed

Your coverage under the Plan may not be terminated retroactively (this is called a rescission of coverage) except in the case of fraud or an intentional misrepresentation of material fact. In this case, the Plan will provide at least 30 days advance notice before retroactively terminating coverage. You have the right to file an appeal if your coverage is rescinded.

If the Plan terminates coverage on a prospective basis, the prospective termination of coverage (termination scheduled to occur in the future) is not a rescission. The Plan may retroactively terminate coverage in any of the following circumstances, and the termination is not considered a rescission of coverage:

- Failure to make contributions or payments towards the cost of coverage, including COBRA continuation coverage, when those payments are due.
- Untimely notice of death or divorce.
- As otherwise permitted by law.

# Creditable coverage under Massachusetts law

UNITE HERE HEALTH believes the medical and pharmacy benefits under Plan Unit 117 meets Massachusetts's definition of minimum creditable coverage. Because Plan Unit 117 is minimum creditable coverage, you should not owe an individual mandate tax penalty to Massachusetts for months you are covered under Plan Unit 117. (UNITE HERE HEALTH is not offering tax advice or any guarantee under any tax law.)

If you live in Massachusetts and need help understanding how the Plan meets Massachusetts's rules for minimum creditable coverage, or to get a copy of your MA Form HC-1099, please call the Fund at (800) 419-4373.



# Your rights under ERISA

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA).

If you have any questions about this statement or your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Dept. of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210.

# Receive information about your Plan and benefits

ERISA provides that all Plan participants 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 Plan, including insurance contracts and Collective Bargaining Agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the
  operation of the Plan, including insurance contracts and Collective Bargaining Agreements,
  and copies of the latest annual report (Form 5500 Series) and updated Summary Plan
  Description. The administrator may make a reasonable charge for copies not required by
  law to be furnished free-of-charge.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

# Continue group health Plan coverage

ERISA also provides that all Plan participants shall be entitled to continue healthcare coverage for themselves, their spouses, or their 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 for the rules governing your COBRA continuation coverage rights.

# Prudent actions by Plan fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other

Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

# **Enforce your rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you make a written request for a copy of Plan documents or the latest annual report from the Plan 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 Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

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

If it should happen that Plan Fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

# Assistance with your questions

If you have any questions about your Plan, you should contact the Plan Administrator.

If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, 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 the Employee Benefits Security Administration.

# I

# Important phone numbers and addresses

#### Blue Cross Blue Shield of Illinois

P.O. Box 805107 Chicago, IL 60680-4112 (800) 810-2583 www.bcbsil.com

#### Blue Cross Blue Shield of Illinois (Dearborn)

701 E. 22<sup>nd</sup> St, Suite 300 Lombard, IL 60148 (**800**) **367-6401** www.bcbsil.com/ancillary

#### Cigna Health and Life Insurance

Company (Cigna) 900 Cottage Grove Road Bloomfield, CT 06002 (800) 244-6224 www.cigna.com

#### **MCM**

200 West Monroe Street, Suite 1850 Chicago, IL 60606 (800) 367-9938 www.medicalcost.com

#### Hospitality Rx

P.O. Box 6020 Aurora, IL 60598-0020 (844) 813-3860 www.hospitalityrx.org

#### UNITE HERE HEALTH

711 North Commons Drive Aurora, IL 60504-4197 (630) 236-5100 www.uhh.org

#### UNITE HERE HEALTH - Health Center

218 South Wabash Avenue, 4<sup>th</sup> Floor Chicago, IL 60604 (312) 768-5500—medical care (312) 736-3397—pharmacy www.uhh.org

# UNITE HERE HEALTH Board of Trustees

# I

#### **Union Trustees**

# Chairman of the Board D. Taylor

President UNITE HERE 1630 S. Commerce Street Las Vegas, NV 89102

#### Carlos Aramayo

President
UNITE HERE Local 26
101 Station Landing,
4<sup>th</sup> Floor
Medford, MA 02155

#### Geoconda Arguello-Kline

Secretary/Treasurer Culinary Union Local 226 1630 S. Commerce Street Las Vegas, NV 89102

#### William Biggerstaff

c/o UNITE HERE HEALTH 711 N. Commons Drive Aurora, IL 60504

#### Donna DeCaprio

Financial Secretary Treasurer UNITE HERE Local 54 1014 Atlantic Avenue Atlantic City, NJ 08401

#### **Thomas Walsh Garcia**

President Emeritus
UNITE HERE Local 11
464 South Lucas Ave., Suite 201
Los Angeles, CA 90017

#### **Bill Granfield**

President
UNITE HERE Local 100
275 Seventh Avenue, 10<sup>th</sup> Floor
New York, NY 10001

#### **Terry Greenwald**

Secretary-Treasurer Bartenders Local 165 4825 W. Nevso Drive Las Vegas, NV 89103

#### **Chuck Hendricks**

Director of National Contracts and Internal Support, UNITEHERE! International Union UNITE HERE Local 7 1800 N. Charles St., #500

#### **Connie Holt**

Secretary/Treasurer UNITE HERE Local 217 425 College Street New Haven, CT 06511

Baltimore, MD 21201

#### **Marvin Jones**

President
UNITE HERE Local 878
530 East 4th Avenue
Anchorage, AK 99501

#### **Karen Kent**

President
UNITE HERE Local 1
218 S. Wabash Avenue, 7<sup>th</sup> floor
Chicago, IL 60604

#### **Rev. Clete Kiley**

UNITE HERE 218 S. Wabash Avenue, 7<sup>th</sup> Floor Chicago, IL 60604

#### C. Robert McDevitt

President UNITE HERE Local 54 1014 Atlantic Avenue Atlantic City, NJ 08401

#### Leonard O'Neill

UNITE HERE Local 483 702C Forest Avenue Pacific Grove, CA 93950

# Ι

# **Employer Trustees**

#### Secretary of the Board Arnold F. Karr

Karr & Associates c/o UNITE HERE HEALTH 711 N. Commons Drive Aurora, IL 60504

#### **Paul Ades**

Senior Vice President Labor Relations Hilton Worldwide 7930 Jones Branch Drive McLean, VA 22102

#### M. Christine Andrews

Vice President People & Culture Hostmark Hospitality Group 1300 E. Woodfield Road Suite 400 Schaumburg, IL 60173

#### James L. Claus

Executive Vice President Tishman Hotel Corporation 100 Park Avenue, 18<sup>th</sup> Floor New York, NY 10017

#### David Colella

Vice President & Managing Director

The Colonnade Hotel 120 Huntington Avenue Boston, MA 02116

#### **Richard Ellis**

c/o UNITE HERE HEALTH 711 N. Commons Drive Aurora, IL 60504

#### George Greene

Vice President Labor Relations Starwood Hotels and Resorts 715 W. Park Avenue, Unit 354 Oakhurst, NJ 07755

#### **Cynthia Kiser Murphey**

c/o UNITE HERE HEALTH 711 N. Commons Drive Aurora, IL 60504

#### **Robert Kovacs**

c/o UNITE HERE HEALTH 711 N. Commons Drive Aurora, IL 60504

#### Russ Melaragni

President

Melaragni Consulting Group, Inc. c/o UNITE HERE HEALTH 711 N. Commons Drive Aurora, IL 60504

#### **Cynthia Moehring**

Vice President of People Virgin Hotels Las Vegas 4455 Paradise Road Las Vegas, NV 89169

#### Frank Muscolina

Geneva HRM Advisors, LLC c/o UNITE HERE HEALTH 711 N. Commons Drive Aurora, IL 60504

#### William Noonan

c/o UNITE HERE HEALTH 711 N. Commons Drive Aurora, IL 60504

#### Terry Ryan

VP Labor/Employee Relations Delaware North Companies 250 Delaware Avenue Buffalo, NY 14202

#### Harold Taegel

Senior Director Labor Relations Sodexo c/o UNITE HERE HEALTH 711 N. Commons Drive Aurora, IL 60504