



# Summary Plan Description

## Full-Time Actives



# Summary Plan Description for Full-Time Actives

## Eligibility

### Member Eligibility

Full-time members of the instructional staff of CUNY (1) who are paid by tax-levy funds, (2) who work at least 20 hours per week with an appointment expected to last for more than six months, and (3) whose titles are covered within the Professional Staff Congress of CUNY are eligible for supplemental health benefits provided by the PSC-CUNY Welfare Fund. Qualified Continuing Education Teachers who have basic NYC Health Benefits coverage are eligible for regular and voluntary Welfare Fund benefits. Certain management personnel and exempt titles are also covered. A complete list of covered titles is included below.

Eligibility is nearly coincident with employment. Benefits are available on the first day of the month following date of hire. Welfare Fund benefits (those described in this document) are discontinued at the end of the month of termination of employment.

An eligible individual who waives coverage for self and/or dependents because of other health insurance or group health plan coverage, may be able to enroll at a later time if that other coverage is subsequently terminated or significantly altered. The individual must complete an updated Enrollment Form indicating the events requiring amended status. Coverage will not be effective until the Welfare Fund Office receives the necessary Enrollment Form/Data Sheet and any applicable proof of dependent status. If the Welfare Fund Office receives the request for enrollment in these circumstances within 30 days of the event, coverage will be retroactive to the date of the event. If it is received after 30 days, coverage is effective the first of the month following receipt of the completed enrollment material.

The same provisions apply if an individual or dependent loses coverage through Medicaid or a State Children's Health Insurance Program (CHIP). If the Welfare Fund Office receives the request for enrollment due to loss of coverage in Medicaid or a CHIP or because of eligibility for a premium assistance program within 60 days of the event, coverage will be retroactive to the date of the event. If it is received after 60 days, coverage is effective the first of the month following receipt of the completed enrollment material.

Please note that the above does not apply to the Optional Benefits. There are special eligibility and enrollment rules for the Optional Benefits made available to Plan participants.

### Dependent Eligibility

If you are covered, your spouse or qualified domestic partner is covered. Domestic partners are qualified if duly registered with the New York City Clerk's Office and able to demonstrate financial interdependence. Certain tax implications apply to benefits for domestic partners. These may be reviewed with qualified tax professionals.

If you are covered, your eligible dependent children are covered. The Fund defines eligible dependent children as natural or adopted children who are a) under age 26 or b) totally and

permanently disabled and who became so prior to their 19th birthday. Coverage for dependent children (not disabled) ends on the last day of the month that children turn 26.

Dependents (spouse and children) must be enrolled with the Welfare Fund.

## Initiation of Coverage

The starting point of enrollment in the Basic Program and the Welfare Fund is with the appropriate CUNY Human Resources office on campus. Forms and explanatory booklets are available to enroll in a choice of N.Y. City programs. Each new hire is also provided with an Enrollment Form (Data Sheet) to enroll in the PSC-CUNY Welfare Fund. These should be completed and returned as soon as possible.

## Termination of Coverage

At the point that coverage terminates, plan participants will be notified of their rights to purchase benefits in accordance with the federal COBRA regulations. This notice is issued by your college personnel office and includes both the basic health insurance program and supplemental benefits under the PSC-CUNY Welfare Fund.

## Fund Benefits

### Supplemental Health Insurance (Welfare Fund Program)

The PSC-CUNY Welfare Fund provides benefits referred to as **supplemental health insurance (WF Supplemental Benefits)**. These are the benefits described in this SPD. Some of these Welfare Fund benefits vary according to which basic health insurance a plan participant has. Enrollment in NYCHBP basic health insurance is a pre-requisite to eligibility for full participation in the Welfare Fund benefits program. **Persons who waive basic NYC basic health insurance are eligible for [dental](#), [vision](#) and [hearing aid](#) benefits but are ineligible for the [prescription drug program](#) and the [extended medical benefit](#).**

One of the benefits provided by the PSC-CUNY Welfare Fund, [long-term disability](#), has an optional (contributory) rider. For an extra payment, typically through payroll deduction, a higher level of benefit can be obtained under the disability benefit.

Also explained in this SPD are three other benefits not funded by the Welfare Fund, but provided through favorable arrangements or negotiated agreements in order that plan participants may purchase quality programs at the best rates. These include [life insurance](#) through NY State United Teachers (NYSUT), [catastrophic medical insurance](#) through US Life (brokered by Marsh Affinity) and [long-term care insurance](#) through John Hancock.

### Basic Health Insurance (CUNY/City Program)

All covered persons receive **basic health insurance** through the NYC Employee Health Program. This consists of hospital and medical insurance provided by one or more carriers

chosen by the plan participant.\* Campus Human Resources offices or the New York City Health Benefits Program (NYC HBP) should be able to answer questions regarding this level of coverage. This basic health insurance also provides coverage for certain drugs. At the time of this writing, these are still called the **PICA drugs** but are limited to injectable and chemotherapy medications. Campus Human Resources officers or the NYC HBP should be consulted for further detail and updates. You will be issued a drug card specifically for the PICA drugs. It is not a Welfare Fund benefit. The phone number for the NYC HBP is **212-306-7200**.

\* Participants in the HIP Prime HMO are covered for the optional rider providing Appliances and Private Duty Nursing under that plan.

## **Dental**

Coverage is provided to plan participants and eligible dependents through either the **Guardian Life Insurance Company** or **Delta Dental**. Plan participants are required to select one of the options for themselves and their families. Those who do not make an election are automatically enrolled in the Guardian program. Both the Guardian program and the Delta program are available to eligible members without premium payment. Neither has a "rider" option.

## **Guardian Dental Guard Preferred**

Here is the [enhanced Guardian Reimbursement Schedule](#) for 2017

This is a "preferred provider" (PPO) program with two components:

- access to a panel of [dental providers](#) who charge **reduced fees**
- partial reimbursement for services rendered (according to the [Guardian Reimbursement Schedule](#) )

Benefits include most standard dental procedures. There are no annual or lifetime maximum payment limitations. Plan participants may use any licensed dentist to provide services, although non-participating dentists are not required to charge the reduced fees, thereby eliminating the value of component 1) above.

The provider panel maintained by Guardian Life is **Dental Guard Preferred** .

Information on participating dentists is available from Guardian on their [website](#) or by phone (1-800-848-4567).

Frequency Limits: Standard prophylactic care (cleaning and necessary x-rays) is covered once every six months.

### *Pre-Treatment Review*

Each plan participant is entitled to be informed by Guardian of the total cost, plan reimbursement and out-of-pocket costs associated with a course of dental treatment. Forms



are available at participating dentist offices or from Guardian. Pre-treatment review is recommended.

### *Filing a Claim*

Claim forms are available [here](#) or from participating providers, by mail from Guardian and through the Guardian Website. Guardian Forms have the mailing address on them. Claim forms should be submitted to:

Guardian Group Dental Claims: P.O. Box 2459 Spokane, WA 99210-2459

### *Exclusions and Limitations*

Coverage is not provided for certain types of care. [Treatment exclusions](#) often involve technical matters. There are also [procedural limitations](#) by frequency or age.

## **DeltaCare USA**

This is a dental Health Maintenance Organization; Members who enroll will select a primary care dentist for each eligible family member. That dentist will be responsible for all dental care including referral to specialists as necessary. Members will pay for dental services in accordance with a [copay schedule](#) that Delta has negotiated with the dentists. The patient fee is set for each service.

Unlike traditional insurance, there are no claims to complete or reimbursement to await. There is no annual or lifetime limit on services.

Enrollment in the Delta program is available each year and coincides with the City-wide open enrollment period.

The HMO program is sponsored by Delta Dental and called **DeltaCare USA**. It is administered by: PMI Dental Health Plan 12898 Towne Center Drive Cerritos, CA 90703-8579

Information on dentists participating with the HMO is available from Delta at their [website](#) or by phone (1-800-422-4234).

Please be aware that participating Delta dentists are located in New York and New Jersey only.

### ***"Optional" Fee Payments***

Certain procedures are deemed "optional" in the Delta Fee list which typically indicates that it is a procedure that may exceed an accepted norm of service. For example, color-matched fillings are above the norm on molars, whereas they are standard practice on front teeth. Members who decide to have color-matched fillings on molars would pay a higher fee and that fee is in accordance with the profile of each dentist maintained by Delta dental. PMI Dental Health can provide this information.

## ***Emergency Care***

Whereas members are generally required to use the primary dentist or an HMO specialist referred by that dentist, there is a provision for emergency treatment up to \$100 per year. Claim forms and regulations are available from PMI Dental Health at the address listed above.

## ***Exclusions and Limitations***

Coverage is not provided for certain types of care. Be sure to review the [limitations and exclusions](#) for both standard benefits and orthodontic benefits.

## **Drug**

Plan participants must be enrolled in a basic health plan to be eligible for the CVS/Caremark Prescription Drug Program.

Participating members will receive a CVS/Caremark prescription drug card unless they elect to purchase an optional drug rider through certain basic health programs. Those who elect a rider over the card should refer to the stipend section below. Please note that the CVS/Caremark Prescription Drug Program restricts coordination of benefits with other drug coverage.

## **CVS/Caremark Prescription Drug Program**

### ***Scope of Benefit***

The plan covers most drugs that legally require a prescription and have FDA approval for treatment of the specified condition. Drugs available without a prescription, classified as "over the counter" (OTC), are not covered regardless of the existence of a physician's prescription. The Welfare Fund program through CVS/Caremark encourages utilization of (a) generic equivalent medications, (b) selected drugs among clinical equivalents.

- If a **generic equivalent** medication is available and you or your physician chose it, you pay the standard co-payment for a generic drug. If you choose a brand name drug (either preferred or non-preferred) when a generic is available, you will pay the brand name drug's co-payment plus the difference in cost between the generic drug and the brand name drug.
- CVS/Caremark has determined a list of drugs that treat medical conditions in the most cost-efficient manner. This list, or **formulary**, is regularly reviewed and updated by physicians, pharmacists and cost analysts. In order to encourage formulary compliance, the program assesses a higher co-payment on prescriptions filled with non-formulary drugs.
- **Home delivery** (mail-order) or use of a CVS pharmacy is encouraged as a less costly way to fill prescriptions for long-term (maintenance) drugs. After an initial fill and a two re-fills of any prescription at a local pharmacy, higher levels of co-payment are assessed for continued use of the retail pharmacy.

## Co-payment

A co-payment is the part of the drug cost that is paid by the plan participant. Co-payments are based on the category (generic, formulary and non-formulary) and place of purchase (retail pharmacy or mail-order pharmacy).

How Much You Pay for a Covered Prescription Drug*			
Retail Pharmacy (up to a 30-day supply)			
	First Three Fills	Each Subsequent Refill	
Generic	20% (\$5 minimum)	35% (\$5 minimum)	20% (\$10 minimum)
Preferred Formulary	20% (\$15 minimum)	35% (\$15 minimum)	20% (\$30 minimum)
Non-Preferred Formulary	20% (\$30 minimum)	35% (\$30 minimum)	20% (\$60 minimum)

\* On July 1, 2014, the maximum benefit limit was lifted in compliance with the Affordable Care Act. Under the new benefit, the member will continue to pay a 20% co-pay until the cost to the Fund reaches \$10,000. If the annual plan expenses are between \$10,000 and \$15,000, the member's co-pay will be 50%.

For Annual Plan Expenditures Between \$10K and \$15K			
Retail Pharmacy (up to a 30-day supply)			
	First Three Fills	Each Subsequent Refill	
Generic	50% (\$5 minimum)	60% (\$5 minimum)	50% (\$10 minimum)
Preferred Formulary	50% (\$15 minimum)	60% (\$15 minimum)	50% (\$30 minimum)
Non-Preferred Formulary	50% (\$30 minimum)	60% (\$30 minimum)	50% (\$60 minimum)

If the annual plan expenses exceed \$15,000, the member's co-pay will become 80%.

For Annual Plan Expenditures Over \$15K			
Retail Pharmacy (up to a 30-day supply)			
	First Three Fills	Each Subsequent Refill	
Generic	80% (\$5 minimum)	90% (\$5 minimum)	80% (\$10 minimum)
Preferred Formulary	80% (\$15 minimum)	90% (\$15 minimum)	80% (\$30 minimum)
Non-Preferred Formulary	80% (\$30 minimum)	90% (\$30 minimum)	80% (\$60 minimum)

The program does **not** cover the following:

- Fertility drugs
- Growth hormones
- Needles and syringes

- Experimental and investigational drugs
- [PICA drugs](#)
- Over the counter drugs (i.e., not requiring a prescription)
- Diabetic medications (refer to your NYC Health Benefits Plan carrier, ie., GHI, HIP, etc.)
- Cosmetic medications
- Therapeutic devices or applications
- Charges covered under Workers' Compensation
- Medication taken or administered while a patient in a hospital, rest home, sanitarium, extended care facility, convalescent hospital, nursing home or similar institution.
- Shingles vaccine
- Weight Management drugs

The following drugs are covered with limitations:

- Drugs for erectile dysfunction up to an annual maximum reimbursement of \$500, with a maximum of 18 tablets every 90 days.
- Smoking cessation drugs up to an 84-day supply

### *Reimbursement Practices*

Prescriptions filled at participating pharmacies will require presentation of a valid drug card. The co-payment must be met in order to acquire medication.

Prescriptions filled at non-participating pharmacies or without presenting a drug card may require payment in full. In such cases, CVS/Caremark will honor a Direct Reimbursement Claim for payment, but only to the extent of the amount that would have been paid to a participating pharmacy, adjusted for co-payment and deductible.

### *Using Mail Order*

To use mail order, participants may register on the [CVS/Caremark website Mail Service Order Form](#). Physicians may call 1-866-209-6177 for instructions on how to FAX a prescription.

Standard shipping and handling is free; express delivery is available for an added charge. Temperature-sensitive items are packaged appropriately, but special measures may be necessary if there are delivery and receipt issues at an additional cost to the member.

### *Special Accommodations*

If a larger-than-normal supply of medication is required, a participant may contact the Welfare Fund at least three weeks in advance so that appropriate arrangements can be made with the prescription drug plan.



If an eligible dependent child is away at school, a separate card may be made available for that child by contacting the Fund. The initial card is issued at no cost but a payment of \$10.00 is required each time a card is re-issued. Prescriptions filled in other manners will require the student to pay the full cost of the prescription and submit a claim for direct (partial) reimbursement.

### *How to Contact CVS/Caremark*

Call Customer Service at 1-866-209-6177 for

- Location of Pharmacies
- Direct Reimbursement
- Eligibility issues
- Mail Order Forms

Visit the [CVS/Caremark website](#) for:

- Interactive Pharmacy Locator
- Claim Form Download
- Mail-order tracking
- Formulary Drug Listing

## **Non-CVS/Caremark Drug Coverage**

### *PICA for Express Scripts members*

There are some drugs for which participants do not use the CVS/Caremark card, but instead use another card, not issued by the Welfare Fund. For eligible full-time active participants, Injectable and Chemotherapy medications are available only through the [PICA program](#), which is sponsored by the N.Y. City Employee Health Benefits Program, and-at the time of this writing-administered by Express Scripts. The N.Y. City Employee Health Benefits Program (212-306-7200) should be consulted for further detail and updates. Eligible individuals will be issued a drug card for PICA coverage.

### *Stipend for Rx coverage in lieu of CVS/Caremark*

Eligible full-time active participants who wish to opt out of the Welfare Fund drug plan may purchase a drug rider through their basic health carrier if their carrier is CIGNA, HIP Prime POS, or GHI HMO. This may be elected at the time of employment or during any open enrollment period through the city of New York. The plan participant will receive a stipend to offset cost. The current stipend is:

- Individual: \$300 per year

- Family: \$700 per year

Payment is made within 45 days of the end of a calendar year. If rider coverage was only in effect part of the year reimbursement will be pro-rated. The Fund office will provide claim forms on request.

Members who participate in a drug rider plan through a basic health carrier will automatically be dropped from the Welfare Fund drug plan.

## **Vision**

Plan participants and their eligible dependents are entitled to a pair of glasses (lenses and frames and an optometric examination) once every two years (24 months). This benefit can be rendered through the vendor contracted by the Fund, Davis Vision, or through other licensed providers.

Service through Davis Vision has no out-of-pocket costs for a limited selection of frames and lenses. Service rendered through other providers is subject to a maximum reimbursement of \$200. If you use a provider that is not part of Davis Vision, [a Direct Reimbursement claim form](#) should be submitted within 90 days of service. Eye examinations other than for purchase of glasses or contact lenses are not covered.

Examination is provided by a licensed optometrist for determination of refractive index as well as detection of cataracts, glaucoma and retinal/corneal disorders. There is no co-payment when using an in-network provider.

**Frames** You may choose any Fashion, Designer or Premier-level frame from Davis Vision's Frame Collection, free of charge.

If you visit a Davis Vision participating provider and you select a non-plan frame, a \$100 credit, plus a 20% discount will be applied. This credit would also apply at retail locations that do not carry the Frame Collection.

If you visit a Davis Vision Visionworks location, and choose a non-plan frame, a \$175 credit plus 20% discount is available.

Members are responsible for the amount over \$100 (or \$175 at a Visionworks location), less the applicable discount.

**Lenses** A range of special lenses and coatings is available with no co-payment at any in-network provider. For a complete list, see the [Davis Vision brochure](#).

**Contact Lenses** In lieu of eyeglasses, you may select contact lenses. Any contact lenses from Davis Vision's Contact Lens Collection are available at no charge. Evaluation, fitting and follow-up care will also be covered. The Davis Vision Premium Contact Lens Collection includes disposable and planned replacement lenses.

Members may use their \$150 credit, plus a 15% discount toward non-Davis Vision Collection contact lenses, evaluation, fitting and follow-up care.

Visually required contact lenses will be covered up to \$105 with prior approval and may be prescribed only for certain medical conditions, such as Keratoconus.

Please note: Contact lenses can be worn by most people. Once the contact lens option is selected and the lenses are fitted, they may not be exchanged for eyeglasses. The Davis Vision collection is available at most participating independent provider locations.

**Special Dependent Coverage** allows dependent children up to age 19 a pair of glasses (frame and lenses) every 12 months (known as the "off year" benefit). There is no reimbursement from the Fund for Special Dependent Coverage from non-participating providers.

Eye examinations are covered through a participating Davis Vision provider when made in conjunction with the purchase of glasses or contact lenses. If the purchase of corrective lenses and frames is made at a later time, there is a three-month limit in order to qualify for the balance of the benefit.

**To use your benefit at Davis Vision** Access Davis Vision's website at [www.davisvision.com](http://www.davisvision.com) and use the "Find a Doctor" feature (On the Davis homepage, click on the "Members" tab, which will bring you to a menu. Type in the client code 2022 and submit), or call 1.800.999.5431 for the names and addresses of the network providers nearest you. Call the network provider of your choice and schedule an appointment. Identify yourself as a PSC-CUNY Welfare Fund member or dependent and Davis Vision member. Provide the office with your name, SS# and the name and date of birth of any covered member/dependent needing services. The provider's office will verify your eligibility for services. You may also create a personal account by logging onto the Davis Vision website. See the Davis Vision benefit brochure [here](#).

**Other Providers** Any licensed provider of vision services may be used as an alternative to Davis Vision providers. The reimbursement will cover costs not to exceed \$200 (for service provided after Jan. 1, 2017) every two years. A [claim form](#) should be submitted within 90 days of service.

Split services may occur if a participant obtains an examination through a vendor, then elects to have the prescription filled elsewhere or not at all (doesn't file with the Fund). Reimbursement will be limited to the initial vendor. All services must be performed within 90 days. Special Note: Split services are not available for contact lenses. Prescriptions for contact lenses must be filled by the provider who performs the examination.

## Disability

This benefit is a partial income replacement plan available to plan participants with at least one year of service who become totally disabled. Total disability is defined as **the inability to work in any job for which you are fitted by education, training or experience, due to an illness or injury** . The carrier for this benefit is **The Standard Life Insurance Company of New York** .

Total disability must be **verified by an evaluating physician** approved by the carrier.

**There is a six-month waiting period** . Payments begin six months after determination of disability, providing that the disability has continued. However, if accumulated sick and vacation time payments are still being made at the end of the six-month period, the waiting period is extended until these payments are exhausted.

**Income replacement under basic disability provides 50% of your pre-disability basic salary** , with a minimum of \$1,250 per month and a maximum of \$2,500 per month. Actual payment is net of required deductions. These deductions may include receipt of payments from Worker's Compensation, Social Security or CUNY retirement/salary continuation plans.

**The duration of payments is up to five years** (60 months) or attainment of age 70-if that event comes first-providing the total disability continues. If payment would otherwise cease due to the age 70 restriction, there is an override to provide a minimum of one year (12 months) of payments.

The basic plan applies to all eligible participants without additional premium contributions.

## Welfare Fund Continuation of Benefits During Disability Payment Period

Other Welfare Fund benefits continue for the duration of the benefit payment period, including the waiting period. The benefit payment period may end for a variety of reasons, most typically the end of the disabling condition or return to work, or attainment of the maximum age or duration limit of the benefit, whether it is the basic coverage or the extended coverage. **When the benefit payments stop, eligibility for other benefits also stops** .\*

A brochure providing more detailed information on the PSC-CUNY Welfare Fund Long Term Disability Program is part of the material distributed to each new employee who will be a plan participant.

An [insurance certificate](#) explains the features of the long term disability plan through the Standard Life Insurance Company. Copies of the insurance certificate are also available off-line and may be requested through a campus Benefits Officer or by contacting the PSC-CUNY Welfare Fund.

\*This description was expanded and clarified, April 2011.

## Extended Medical

*This benefit changed, effective 01/01/2007 The carrier changed 07/01/2008*

Plan participants who have basic coverage through GHI-CBP have an additional level of medical cost protection through the PSC-CUNY Welfare Fund extended medical benefit. The benefit is designed to provide a buffer against large medical expenses associated with . The program is administered by Administrative Services Only, Inc. (ASO). It was formerly administered by GHI. This extended medical benefit does not cover procedures that are not covered under the basic health plan, nor does it lift any frequency limitations.

## Deductible

Expenses are considered after an annual deductible has been met. The amount of the deductible is determined by whether or not the participant has elected the GHI-CBP optional rider. If the participant has elected the rider, the deductible is \$1,000 per person for the year, with a maximum of \$2,000 for a family. If the participant has not elected the rider, the deductible is \$4,000 per person for the year, with a maximum of \$8,000 for a family. The amount that is applied to calculate the deductible is the total difference between the GHI-CBP allowance on covered services and the participant's payment to the provider for those services.

## Coinsurance

After the deductible is met, the Welfare Fund extended medical benefit will pay 60% of the difference between the amount reimbursed and the allowed charges. Allowed charges are determined by a schedule maintained by the contracted administrator and set, as well as changed from time to time, at the discretion of the Trustees of the Fund. Once coinsurance payments have reached \$3,000 for a covered individual in a year (or \$6,000 for the family) the plan will pay without a co-insurance, i.e., 100% of the difference between the amount reimbursed and the allowed charges according to the schedule.

## Limits

Benefit limits are in accordance with the GHI contract with the NYC Employee Benefits Program. **Reimbursement claims should be filed no later than 3 months after the end of the calendar year during which medical services and procedures were performed. Members who are participating in the group [Catastrophic Major Medical benefit](#) must first [submit reimbursement claims to The United States Life Insurance Company in the City of New York](#).**

## Life Insurance

### Death Benefit

The PSC-CUNY Welfare Fund provides a \$2,500 death benefit to the beneficiary of a full-time covered member who dies while in active service. Members must fill out a [beneficiary](#)



[designation card](#), available from their campus HR and benefits office, and have it on file at the benefits office. If members wish to change beneficiary(ies), a new card needs to be completed.

Designated beneficiaries have one year from the member's date of death to file a claim with the Welfare Fund office.

## **First-Year Term Life Insurance**

Many new full-time CUNY employees covered by PSC-CUNY Welfare Fund will receive Term Life Insurance with a face value of \$25,000 for one year, with the option to purchase the \$25,000 coverage at the end of the year. The premium is determined by the age of the participant at the point the option is exercised.

The program is sponsored through the New York State United Teachers (NYSUT) Trust and is therefore limited to new NYSUT members. **Persons who were members of NYSUT prior to employment by CUNY are not eligible for this "first year" benefit** . The benefit is available to all persons eligible for the Welfare Fund, including management and excluded titles which can technically not become members of NYSUT.

Eligible employees are automatically enrolled by CUNY and receive a certificate of coverage. Upon completion of one year, an option is provided to continue coverage by paying a premium. For further information, please refer to [Optional Life Insurance](#).

## **Hearing Aid**

Hearing aid benefits are available to you and your covered dependents every 36 months. You can purchase a hearing aid for a discounted price from the Fund's contracted provider, HearUSA, or use a nonparticipating provider and submit a [Hearing Aid Reimbursement Form](#) for reimbursement of up to \$500 every 36 months.

The Fund has chosen HearUSA to be the exclusive hearing aid network to provide members and their eligible dependents with a program for hearing tests and hearing aids.

To obtain service from HearUSA, members must begin by scheduling an appointment with a provider by first calling the HearUSA toll free number, (800) 442-8231. You will be given the names of three participating HearUSA practitioners in your area and the nearest HearUSA store. You may continue to request additional names of participating practitioners until you are satisfied with your choices. If you have a specific hearing aid manufacturer in mind, you may also request the names of nearby HearUSA participating practitioners who carry hearing aids from that particular manufacturer. HearUSA offers hearing aids from 11 manufacturers.

Members and Dependents are eligible for:

- Free annual hearing screening
- In-plan Hearing Aid Benefit \$750 per ear every 36 months
- Guaranteed price discounts on all hearing aids

- Unlimited visits during the first year of purchase (adjustments, cleaning programming)
- Loaner hearing aids available when your hearing aids are being serviced
- 3-Year Warranty: repair and one-time replacement due to loss or damage
- 3-Year supply of batteries
- 12-Month interest free financing available
- 10% off hearingshop.com for accessories and batteries using code EARUSA
- Out-of-network maximum direct reimbursement of \$500 every 36 months in lieu of in network purchase

To learn more or to make an appointment with a HearUSA provider, you must contact HearUSA directly at (800) 442-8231, and let HearUSA know that you are a member of PSC-CUNY Welfare Fund so they can determine your eligibility.

## Wellness

Eligible participants may receive partial reimbursement for fees associated with recognized programs of diet and weight control. Fees are restricted to registration and meeting costs and do not cover food products, vitamins or nutritional supplements.

If you submit a signed [Weight Watchers Claim Form](#) certifying participation, the Welfare Fund will pay 80% of covered charges for up to eight weeks.

## Optional Benefits

Optional benefits are made available to Fund participants (and often other dependents) but are not part of the PSC-CUNY Welfare Fund's basic package paid by the employer's contribution. They include:

- [Optional extended disability](#)
- [Optional term life insurance](#)
- [Optional long term care insurance](#)
- [Optional catastrophic major medical insurance](#)

The Welfare Fund has been able to apply expertise and purchasing power to design insurance packages that provide quality benefits for reasonable premiums.

- The premiums are borne by the participants (or dependents) themselves.

- There are requirements for eligibility and enrollment.
- Programs are underwritten and administered by insurance companies and brokers.

The descriptions provided here are intended to cover the salient points, but members are advised to contact the carriers for more complete information.

***PLEASE BE AWARE THAT ENROLLMENT IN THE CATASTROPHIC MAJOR MEDICAL AND LONG TERM CARE PLANS IS CURRENTLY CLOSED. WHEN WE HAVE A DATE FOR OPEN ENROLLMENT, WE WILL ANNOUNCE IT ON THIS WEBSITE'S HOME PAGE.***

## **Extended Disability**

Total disability is defined as **the inability to work in any job for which you are fitted by education, training or experience, due to an illness or injury** . The carrier for this benefit is **The Standard Life Insurance of New York** .

Total disability must be **verified by an evaluating physician** approved by the carrier.

Participants may elect after one year of service to purchase the **optional extended long term disability plan** . If the election is made **within 60 days** of initial eligibility, issue is "guaranteed"-no medical evaluation is required to qualify for the higher level of protection. **Later elections require a medical evaluation by the carrier** . The medical forms are available here for residents of [New York](#), [New Jersey](#), [Connecticut](#) or [Pennsylvania](#). Address is on the form.

For a premium-generally met through payroll deduction-the benefits are improved three ways:

- **Income replacement is at 60% of pre-disability basic salary** with a minimum of \$1,500 per month and a maximum of \$6,000 per month. Actual payment is net of required deductions, as described above.
- **The duration of payments is not constrained to five years** , but extends from inception to age 65. If the participant is over 60 on the disability effective date, the five-year/age-70 provision of the basic plan applies.
- **Pension payments are made** on behalf of the participant to a TIAA-CREF (defined contribution) pension in the amount of 10% of pre-disability basic salary.

The premium is determined by an age and salary matrix available from the carrier or from the PSC-CUNY Welfare Fund. It will change from time to time with changes to salary and increases to age. The plan year begins April 1st. Premium changes according to age and salary will be reflected in the employee's paycheck deduction or billing at the start of the applicable plan year.

## Welfare Fund Continuation of Benefits During Disability Payment Period

Other Welfare Fund benefits continue for the duration of the benefit payment period. The benefit payment period may end for a variety of reasons, most typically the end of the disabling condition or return to work, or attainment of the maximum age or duration limit of the benefit, whether it is the basic coverage or the extended coverage. **When the benefit payments stop, eligibility for other benefits also stops.\***

A brochure providing more detailed information on the PSC-CUNY Welfare Fund Long Term Disability Program is part of the material distributed to each new employee who will be a plan participant.

An insurance certificate explaining the features of the long term disability plan through the Standard Life Insurance Company is available [here](#). Copies of the insurance certificate are also available off-line and may be requested through a campus Benefits Officer or by contacting the PSC-CUNY Welfare Fund.

This description was expanded and clarified, April 2011.

### Life Insurance

If under age 65, you and your spouse can apply for up to \$1 million in term life insurance at premiums negotiated specifically for NYSUT members. If you are between the ages of 65 and 84, you may be eligible for a lesser amount of insurance. The life insurance is underwritten by The United States Life Insurance Company in the City of New York, and the program is administered by Mercer Consumer. For more information and an application, please call **Michelle Kennedy, NYSUT Member Benefits Coordinator , (914) 592-4411 .**

### Long-Term Care

Enrollment in the the benefit described here is closed. This description is meant to serve as a broad overview of the John Hancock program for current policy holders. A complete policy statement is available by calling

### Benefits

This policy is intended to provide payment toward care that becomes necessary for persons unable to care for themselves due to chronic illness, severe physical impairment, the normal aging process, or cognitive impairment, such as Alzheimer's disease or senile dementia, which requires constant supervision.

This long-term care insurance provides payment for services ranging from nursing home care to skilled nursing care to custodial care at home, including help with daily activities such as eating and dressing, to professional attention. It also includes services offered through adult day health care programs and other community agencies. The plans are designed to help

safeguard financial assets and plan for the future by providing financial protection against the devastating cost of long-term care.

## **Eligibility**

Full-time active or retired member of the PSC-CUNY Welfare Fund may enroll. Persons who do so must make the election within 60 days after hire or a medical qualification may be required. A spouse or domestic partner, parents and/or parents-in-law may also be covered, even if the primary Fund participant chooses not to enroll.

Upon separation from service, long-term care insurance may be continued by making direct payments.

## **Enrollment**

In order to qualify for coverage, each person must complete and return an application directly to the LTC carrier: John Hancock Mutual Life Insurance Company. Payments may be made through payroll deductions by attaching a [Payroll Deduction Authorization](#).

## **Premium**

Premiums are determined by the benefit chosen and age at initial enrollment.

## **Catastrophic Major Medical**

*Enrollment in the the benefit described here is closed. This description is meant to serve as a broad overview of the Welfare Fund Catastrophe Major Medical program for current policy holders.*

The Catastrophe Major Medical Insurance Plan has been designed to supplement the basic health insurance policy as well as supplemental policies provided by the PSC-CUNY Welfare Fund. Additionally, it pays in excess of Medicare Parts A & B. The plan includes a large deductible and may limit certain benefits. In addition to addressing uncovered expenses of the basic health insurance, benefits covered under this plan include: Convalescent Home Benefits, Home Health Benefits, and Private Duty Nursing Services.

## **Eligibility**

Full-time or retired members, spouses and domestic partners are eligible to apply for coverage, regardless of age as long as all are covered under the NYC Health Benefits Program or Medicare (Parts A and B). An insured member's unmarried, dependent children from birth to 26 years are also eligible.



## **Deductible**

There is a \$10,000 deductible (or the amount paid by the health insurance if higher). When insured, reasonable and customary eligible expenses count toward meeting deductible in full. Even those eligible expenses paid for by the basic health insurance policy, as well as those paid out of own pocket, count toward the deductible.

## **Enrollment (currently closed)**

[Catastrophe Major Medical Insurance Application](#) (for info only)

[Payroll Deduction Authorization](#).

## **Effective Date**

Coverage will be effective following receipt and acceptance of the written application and applicable premium payment. Applicants must meet medical conditions of insurability.

## **Premium**

The premium for this plan is based on age when insurance becomes effective and on attained age bracket on renewal dates.

Premiums may be paid through a) payroll/pension deduction (with the authorization noted above), b) automatic check withdrawal or c) direct billing.

## **Benefit Period**

An insured's benefit period begins on the date the first eligible expense is incurred and will cease at the earlier of: completion of 10 years from the day eligibility expenses were first incurred; \$2,000,000 has been paid; the insured recovers; after 24 months from the date the first eligible expense is incurred if 90 consecutive days pass without at least \$150 of eligible expenses being incurred; or the end of 12 consecutive months during which no charge is incurred.

## **Survivor's Coverage**

Coverage continues for covered dependent spouse or domestic partner and children as long as the dependents meet eligibility requirements, premiums are paid at the adjusted rate (depending on the survivor's age) and the policy remains in force.

## **If You Take a Leave of Absence**

Plan participants who go on employer-approved leave with or without pay are covered for up to 24 months for the following supplemental benefits:

- Prescription Drugs
- Dental
- Vision
- Hearing Aid
- Disability
- Death
- Extended Medical (if basic health coverage is GHI-CBP)

The Extended Medical benefit is available only if the basic GHI coverage is in place.

The Medco Prescription Drug benefit from the Welfare Fund is available only if basic health coverage is maintained.

If CUNY does not provide basic health coverage for any portion of the 24-month period, it must be obtained via [COBRA](#) or other direct payment in order to qualify for full Welfare Fund benefits coverage. **Participants taking a leave of absence must provide the Welfare Fund with a letter stating how their basic health coverage is being maintained while on leave.**

If basic health coverage is in place, benefits are available to participants during a leave of absence to the same extent as they were prior to a leave. Benefits continue to apply to eligible dependents.

## **If You Die in Service**

The Welfare Fund provides a package of benefits for the surviving covered spouse/covered domestic partner/and dependent child(ren) of an active covered employee who dies.

The extent of the coverage depends upon length of service, and it may fully or partially replace federally mandated COBRA coverage.

The benefits are the following, as described elsewhere in this booklet:

- Prescription Drugs
- Dental
- Optical
- Hearing Aid
- Major Medical (if applicable)

If the deceased covered employee had **ten (10) or more years** of full-time service with CUNY, coverage is extended for up to three years (36 months). After that coverage is exhausted, the spouse and/or dependents may purchase a Survivor Benefit which carries a premium charge. The package of benefits is the same as listed above, with the exclusion of Major Medical.

If the deceased covered employee had **less than ten (10) years** of full-time service with CUNY, coverage is extended for up to one year(12 months). After that coverage is exhausted, the spouse and/or dependents may purchase up to 24 months of [COBRA coverage](#) for a premium. After COBRA entitlement expires, the spouse and/or dependents may purchase a Survivor Benefit which carries a premium charge. The package of benefits is the same as listed above, with the exclusion of Major Medical.

Premium information is available from college personnel offices, which will also provide continuation/COBRA information on basic (Medical/Surgical/Hospital) coverage.

It is the responsibility of the surviving spouse (or covered domestic partner/covered dependent child(ren)) to notify the college personnel office and the Welfare Fund office of the death of the covered employee.

Spouse and dependents must continue to meet the requirements of eligibility under the Welfare Fund. This coverage is available only to those without other, comparable coverage. Failure to pay the premium will discontinue coverage permanently. Application forms are provided upon notification. The surviving spouse/domestic partner/covered dependent has 30 days from the date of notification to decide to purchase benefits.

## **COBRA**

If Welfare Fund benefit coverage is lost, participants and dependents may be eligible to continue to receive some or all of those benefits by paying a premium. The right to continuation coverage was created by federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 otherwise known as **COBRA** .

COBRA provides for a continuation of benefits when coverage would otherwise terminate due to a "**qualifying event** ." Specific qualifying events are listed below. After a qualifying event, COBRA coverage is made available to each person who is a "qualified beneficiary." Participants (employees), spouses and dependent children may become qualified beneficiaries. Those who elect COBRA continuation coverage must pay a premium which is established by the Fund actuaries in accordance with Federal COBRA regulations.

Welfare Fund COBRA coverage is separate and apart from basic Health Insurance COBRA coverage. Information on basic Health insurance COBRA is available from CUNY Benefits offices. Enrolling in basic Health insurance COBRA does **not** assure enrollment in Welfare Fund COBRA and vice versa.

### **Employee qualifying events include:**

- Hours of employment are reduced to the extent plan eligibility is lost, or
- Employment is terminated for any reason other than your gross misconduct.

### **Spouse qualifying events include:**

- The participant (employee) dies,
- The participant (employee)'s hours of employment are reduced to the extent plan eligibility is lost,
- The participant (employee)'s employment is terminated for any reason other than your gross misconduct,
- The participant (employee) and spouse divorce or legally separate resulting in a loss of coverage,
- The participant (employee)'s plan coverage changes from family to individual, or
- The participant (employee) becomes entitled to Medicare.

**Dependent Child qualifying events include:**

- The participant (employee) dies,
- The participant (employee)'s hours of employment are reduced to the extent plan eligibility is lost,
- The participant (employee)'s employment is terminated for any reason other than your gross misconduct,
- The parents divorce or legally separate resulting in a loss of coverage,
- Coverage under the plan changes from family to individual, or
- The child loses eligibility as a "dependent child".

**Qualified Beneficiaries and Duration of Benefit**

Each qualified beneficiary has 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. A spouse or child may elect COBRA coverage independent of a terminated employee's decision.

- When the qualifying event is the **end of employment or reduction of the employee's hours** of employment, COBRA continuation coverage lasts for up to **18 months** .
- When the qualifying event is the **death of the employee, divorce, termination of a domestic partnership, change in plan coverage from family to individual or a dependent child's losing eligibility** , COBRA continuation coverage lasts for up to **36 months** for spouses and children who are qualified beneficiaries.

There are circumstances that may extend the eligibility period:

- If a terminated participant covered through COBRA is determined by the Social Security Administration to have become disabled prior to the 60th day of COBRA coverage, the

applicable family unit may be entitled to receive up to an additional 11 months or up until the termination of the disabling condition.

- If a family experiences another qualifying event (participant death or a divorce or separation) while receiving 18 months of COBRA coverage, the spouse and dependent children in the applicable family may get up to 18 additional months of COBRA coverage, to a maximum of 36 months. If the second qualifying event is a child's loss of coverage, the right extends only to the child.

### **Other coverage options besides COBRA:Health Insurance Marketplace**

[www.healthcare.gov](http://www.healthcare.gov)

The Fund will offer COBRA continuation coverage to qualified beneficiaries only if properly notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, reporting is the responsibility of the employer.

For some qualifying events the responsibility for reporting rests with the participant. With a divorce or termination of domestic partnership or with a child losing dependency status due to age or school discontinuance, the participant affected parties must notify the Fund Office within 60 days of the later of date that the qualified beneficiary would lose coverage after the qualifying event or the qualifying event itself. The Fund Office and CUNY require supporting documentation.

As a practical matter CUNY campus HR offices distribute Welfare Fund COBRA information to new hires and COBRA qualified beneficiaries simultaneous with basic insurance COBRA information. Each person who has a qualifying COBRA event should receive basic insurance COBRA notice and enrollment material as well as Welfare Fund notice and enrollment form. Notice will include requirements for timely decisions and remittance of premium.

## **Choice of Coverage**

Coverage and premium costs depend upon three factors:

- qualified beneficiary's selection of " **Core coverage** " or " **Full coverage** "
- • Core coverage includes drug, hearing aid and extended medical (as applicable)
  - Full coverage includes: core coverage (above) plus optical and dental
- the CUNY **Basic Health Insurance** of the participant:
  - • GHI-CBP/Blue Cross
  - All other carriers, or
  - None



- **contract size:**
- Individual, or
- Family.

The combination of the three factors determines the monthly premium. Rates are available from campus benefit offices or from the PSC-CUNY Welfare Fund.

## **Termination of Coverage**

COBRA continuation coverage is terminated at the earlier of the following:

- exhaustion of the basic and (if applicable) extended periods as defined herein
- failure to pay the COBRA premium on a timely basis. The premium is due the first day of the month of coverage (after the initial period). Benefits will be suspended with all vendors and carriers at the end of eight (8) business days. If premium is not received by the end of the month, coverage is terminated permanently. The Fund does not bill.
- removal or reversal of the conditions of the qualifying event. This includes but is not limited to employment or re-employment or re-marriage that results in the opportunity for comparable group coverage
- Medicare eligibility

**COBRA regulations are voluminous and complex. Every effort has been made in this section to present highlights necessary to make appropriate decisions, but not to present all details of the program. Questions concerning COBRA continuation coverage rights may be addressed to the Fund Office or for more information, participants may want to contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) or visit the [EBSA website](#).**

## **HIPAA**

The PSC-CUNY Welfare Fund is bound by federal regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Fund is in full compliance with all relevant parts of the Act. The full text of HIPAA can be found through the [HIPAA website of the Office for Civil Rights \(OCR\)](#). There are four components of HIPAA that impact participants of this Fund: Portability, Non-Discrimination, Privacy and Security.

## **Portability**

The portability provisions of HIPAA provide rights and protections for participants and beneficiaries who move from one group health plan to another. HIPAA includes protections for coverage under group health plans that limit exclusions for preexisting conditions, and allows a special opportunity to enroll in a new plan to individuals in certain circumstances.

When your eligibility for health benefits from the Fund ends, or if you terminate coverage with the Fund, you, your spouse, and/or your dependents are entitled to a statement of covered benefits called a "Certificate of Creditable Coverage," which you may present in the course of enrolling in a new group health plan.

Certificates of Creditable Coverage indicate the period of time you, your spouse, and/or your dependents were entitled to Welfare Fund benefits, as well as certain additional information required by law. The Certificate of Creditable Coverage may be necessary if you, your spouse, and/or your dependents become eligible for coverage under another group health plan, or if you buy a health insurance policy within sixty-three (63) days after your eligibility for Welfare Fund benefits ends. The Certificate of Creditable Coverage is necessary because it may reduce or eliminate exclusion for pre-existing coverage periods that may apply to you, your spouse, and/or your dependents under the new group health plan or health insurance policy. The Certificate of Creditable Coverage will be provided to you if you should request it within twenty-four (24) months after your eligibility for Welfare Fund benefits ends.

You should retain the Certificate(s) of Creditable Coverage as proof of prior coverage for your new health plan. For further information, contact the Fund Office.

## **Non-Discrimination**

HIPAA prohibits discrimination against employees and dependents based on their health status.

## **Privacy**

The privacy provisions of HIPAA were issued to protect the health information that identifies individuals who are living or deceased. The rule balances an individual's interest in keeping his or her health information confidential with other business, practical and social benefits.

PHI is defined as individually identifiable health information, held or maintained by a covered entity or its business associates acting for the covered entity, which is transmitted or maintained in any form or medium (including the individually identifiable health information of non-U.S. citizens). This includes identifiable demographic and other information relating to the past, present, or future physical or mental health or condition of an individual, or the provision or payment of health care to an individual that is created or received by a health care provider, health plan, employer, or health care clearinghouse. For purposes of the Privacy Rule, genetic information is considered to be health information.

### *Obligations of the Fund to use or disclose PHI*

- When requested by a plan participant.
- When required by city, state or federal law or requested in the course of an inquiry into the Fund's compliance with federal privacy law.

### *Rights of the Fund to disclose the minimal necessary PHI without authorization*

- To facilitate treatment or to coordinate or manage health care with covered providers, vendors or insurers, or to facilitate payment by provision of information regarding eligibility to covered providers, vendors or insurers.
- To promote quality assurance in support or programs designed to enhance quality of care with covered providers, vendors or insurers or to contact the participant for the provision of information designed to better avail plan features.
- In response to public health risks, to report reactions to medications, or to report victims of abuse, neglect or domestic violence, or in response to a court or administrative order, subpoena, discovery request or other lawful process, but only after reasonable efforts have been made to inform the participant.
- To comply with workers' compensation laws and other similar legally established programs which provide benefits for work-related injuries or illnesses.

### *Rights of the Fund to disclose PHI with authorization*

- To a family member or other person identified by the participant as involved in a participant's health care or who assists in the payment of health care unless the Fund is duly notified to restrict the disclosure. If a family member contacts the Fund on behalf of a participant requesting PHI relating to treatment or payment for treatment, the Fund will, upon verification by requesting certain information (such as your Social Security number and date of birth) release such PHI to a family member unless a participant indicates to the Fund in writing to not disclose PHI in those circumstances.

### *Rights of the participants regarding PHI disclosure*

- To inspect and copy the PHI that the Fund maintains, to request that the Fund amend PHI, to receive an accounting of the Plan's disclosures of your PHI or to request a restriction on the uses and/or disclosures of PHI for treatments or payments, or to someone who is involved in the care rendered. The Fund is not required to agree to a restriction or amendment that is not in writing or does not include a reason that supports the request.

Participants who believe privacy rights have been violated, may file a complaint with the Fund or with the U.S. Department of Health and Human Services.

[Click here for a HIPAA Notice of Privacy that includes a description of how your medical information may be used and disclosed, and how you can get access to the information.](#)

## **Security**

The Security provisions of HIPAA establish a series of administrative, technical, and physical security procedures for this Fund to assure the confidentiality of electronic protected health

information (EPHI). The standards are delineated into either required or addressable implementation specifications.

Much of the focus is on electronic transmission and storage of data. The PSC-CUNY Welfare Fund has taken all necessary measures to assure full compliance with the security regulations set forth. Information related to Security compliance may be reviewed upon request at the Fund office.

## Review and Appeals

If a plan participant disagrees with a benefit or eligibility determination made by the PSC-CUNY Welfare Fund or parties contracting with the Fund to administer components of the program, there is a process to request pursue review.

### Type of Review

If the adverse determination involves **eligibility** for benefits, the review should be requested of the Fund Office. The request must be in writing and filed within 60 days of the initial determination. The request should include any new information or documented extenuating conditions that will impact the course of the review.

A decision will be made about a claim of eligibility and notice rendered in writing of that decision within 90 days. Under special circumstances, another 90 days may be needed to review a claim, and the participant will be duly notified of the extension.

If a claim of eligibility is denied, in whole or in part, the following will be noted:

- the specific reasons for the denial;
- the plan provision(s) on which the decision was based
- what additional information may relevant, and
- which procedures should be followed to get further review or file an appeal.

If the adverse determination involves **provision of or payment for benefits** , the review should be directed to the appropriate contract vendor or insurance carrier, according to the type of benefit. The request must be in writing and filed within 30 days of the determination or receipt of notice of the determination. The request should include any new information, medical data or documented extenuating conditions that may impact the course of the review.

### Type of Appeal

In the event that a review is negative, the decision may be appealed.

- An appeal of a **negative eligibility decision** (except declination of coverage by a carrier related to medical suitability) must be directed to the PSC-CUNY Welfare Fund Board of Trustees within 60 days of the completion of the initial review.

- An appeal of a **negative benefits decision** related a non-insured product (Medco Prescription Drugs, Guardian Dental, GHI Extended Medical, all Vision Care, hearing aids, death and wellness) must be directed to the PSC-CUNY Welfare Fund Board of Trustees within 60 days of the completion of the initial review.
- An appeal of a **negative benefits decision** related an insured product (Standard Life Disability, Delta Dental HMO, certain HIP or Aetna Drug Riders, Hancock Long-Term Care, AIG Catastrophic Medical) must be directed to the carrier. The carrier is obligated to inform the participant of the appeals process, which will typically extend as far as the State Insurance Department. These matters are not subject to review by the PSC-CUNY Welfare Fund Board of Trustees. The Fund office may cooperate with provision of any available materials or with clarification of terms, but is not a party to the process.

An Appeal to the Board of Trustees must be in writing and should include any new information or arguments that you feel will affect the proceedings. In the event of a review regarding a non-insured benefit, this must include the negative determination letter from the vendor/carrier. Appeals are reviewed by a committee of the Board which convenes as necessary. A decision will be made about an appeal within 90 days of its receipt by the Fund Office and determination that necessary information is provided. Under special circumstances, another 90 days may be required, and the participant will be duly notified.

If an Appeal is denied, in whole or in part, it will be noted:

- the specific reasons for the denial;
- the plan provision(s) on which the decision was based.

## **Other Important Info**

### **Diligence**

This document is known as a Summary Plan Description. By its very nature, this is a condensation of many pages of concise contracts that the Fund holds with a number of insurance carriers and vendors. The officers of the Fund have used best efforts to assure that these terms are conveyed completely, accurately and in useable form. To the extent that ambiguities are perceived or interpretation differs, the contracts govern and supersede language employed herein.

### **Actions of Others**

Because of the supplemental nature of the Fund, the Fund Office relies upon the employer and the staff of related (CUNY) personnel offices to provide accurate and timely information. The Fund Office strives to assure that mutually beneficial communication is maintained. It cannot be responsible for unauthorized or inappropriate actions on the part of these or other third parties.

## **Beyond Simple Clarifications**

The Fund Office is prohibited from using its resources to counsel or represent Fund participants in actions against the employer, the NY City Employee Health Insurance Program or any related carriers. Nor can the Fund participate in legal activity that may relate to health expenses or medical conditions. We will diligently enforce the terms of contracts where the Fund is a party, but cannot extend involvement beyond that purview.

## **Rights of the Trustees**

The Board of Trustees has a fiduciary responsibility to assure the financial health of the Fund. The Trustees intend to continue the programs described in any of the Fund's Plans of Benefits indefinitely. Nevertheless the Trustees continue to reserve the right, which they are given in the Fund's Trust Indenture, subject to the provisions of any applicable collective bargaining agreement, to terminate or amend any of the plans or programs of benefits. Summary Plan Descriptions are made available to you by the Fund office for your convenience and describe the benefits administered by the Fund and those that you can purchase from other providers. However, each benefit plan or program is always subject to: a) the full terms of each contract between the Fund and the benefit's or program's provider or administrator as it is described in the contract between the Fund and the provider or administrator or b) the applicable insurance policy at the time the claim occurs.

Programs and benefits for all participants are not guaranteed. The Trustees reserve the right to change or discontinue at any time the types and amounts of benefits and the eligibility rules under the plans and programs.

## **Appendix**

### **Covered Titles**

#### **Full-Time Covered Titles for PSC-CUNY Welfare Fund**

##### *Faculty Titles*

Professor Associate Professor Assistant Professor Distinguished Professor Chairperson of College Department University Professor Distinguished Lecturer Lecturer Instructor Instructor (Nursing Science) Continuing Education Teacher (must be appointed to a position that will continue for more than six months and that requires a minimum of 20 hours per week)



### *Registrar Titles*

Senior Registrar Registrar Associate Registrar Assistant Registrar

### *College Lab Tech Titles*

Chief College Laboratory Technician Senior College Laboratory Technician College Laboratory Technician

### *Medical Title*

College Physician

### *Research Titles*

Research Associate Research Assistant

### *Higher Education Officer Titles*

Higher Education Officer Higher Education Associate Higher Education Assistant Assistant to Higher Education Officer

### *Substitutes and Visiting Titles*

Substitute (any covered full-time title) Visiting (any covered full-time title)

### *Hunter Campus School Titles*

Chairperson of Department Teacher Assistant Teacher Substitute Teacher Temporary Teacher Guidance Counselor Teacher of Library College Laboratory Technician Placement Director Educational and Vocational Staff Early Childhood Teacher Teacher (Hourly)

### *Medical School Titles*

Medical Professor (Basic Sciences) Associate Medical Professor (Basic Sciences) Assistant Medical Professor (Basic Sciences) Medical Professor (Clinical) Associate Medical Professor (Clinical) Assistant Medical Professor (Clinical) Medical Lecturer

### *Law School Titles*

Law School Professor Law School Associate Professor Law School Assistant Professor Law School Instructor Law School Library Associate Professor Law School Library Assistant Professor Law School Lecturer Law School Library Professor

### *Employment Opportunity Center Titles*

EOC Lecturer EOC HEO Series EOC Assistant Registrar EOC College Laboratory Technician  
EOC Adjunct Lecturer EOC Adjunct College Laboratory Technician EOC Substitute (full-time title)

### *Management Titles*

Chancellor Executive Vice Chancellor Senior Vice Chancellor Vice Chancellor President  
Deputy to the President Senior Vice President Vice President Assistant Vice President Dean  
Associate Dean Assistant Dean Principal - Hunter College School Director of Campus School  
Executive Assistant to a CUNY Officer Chief Librarian Director Provost Affirmative Action  
Officer Personnel Director Associate Personnel Director Assistant Personnel Director Dean of  
CUNY Law School Law School Chief Librarian Dean of CUNY Medical School Business  
Manager Occupational Safety and Health Officer

### *EOC Management Titles*

EOC Director EOC Associate Director EOC Assistant Director EOC Coordinator

### *Building Maintenance, Security and Professional Titles*

Administrative Superintendent of Building and Grounds Assistant College Security Director  
Chief Admin, Superintendent of Building and Grounds Chief Admin. Supt. of Campus Buildings  
and Grounds College Security Director Computer Operations Manager Computer Systems  
Manager Deputy University Security Director University Associate Chief Engineer  
University Chief Architect University Chief Engineer University Security Director

## **Guardian Dental Exclusions**

- Surgical implantation or transplantation
- Purely cosmetic treatment
- More than one prophylactic visit every 6 months
- Temporomandibular joint (TMJ) dysfunction
- Replacement of stolen or lost appliances
- Services that do not meet commonly acceptable dental standards
- Services covered under Basic Health Insurance
- Any service or supply not included on Guardians List of Covered Services
- Procedures related to or performed in conjunction with non-covered work
- Educational, instructional or counseling services
- Precision attachments, magnetic retention or overdenture attachments
- Replacement of a part of above

- Services related to overdentures e.g., root canal therapy on supporting teeth
- General anesthesia or sedation, except inhalation sedation related to periodontal surgery, surgical extractions, apicoectomies, root amputations or certain other oral surgical procedures
- Local anesthetic, except as part of procedure
- Restoration, procedure, appliance or device used solely to alter vertical dimension, restore or maintain occlusion, treat a condition resulting from attrition or abrasion or splint or stabilize teeth for periodontal reasons
- Cephalometric radiographs or oral/facial imaging
- Fabrication of spare appliances
- Prescription medication
- De-sensitizing medicaments or resins
- Pulp viability or caries susceptibility testing
- Bite registration or analysis
- Gingival curettage
- Localized delivery of chemotherapeutic agents
- Maxillofacial prosthetics
- Temporary dental prosthesis or appliances except interim partials to replace anterior teeth extracted while covered
- Services or procedures related to dental implants or presence thereof
- Replacing an existing appliance, except when it is over 10 years old and deemed unusable or it is damaged by injury while covered and not repairable.
- A fixed bridge replacing the extracted portion of a hemisected tooth
- Replacement of one or more unit of crown and/or bridge per tooth
- Replacement of extracted / missing third molars
- Treatment of congenital or developmental malformations
- Endodontic, periodontal, crown or bridge abutment procedure or appliance related to tooth with guarded or worse prognosis
- Treatment for work-related injury
- Treatment for which no charge is made
- Detailed or extensive oral evaluations
- Evaluations and consultations for non-covered services

## **Guardian Contract Limitations**

- Two Prophylaxes (1110 or 1120) or Periodontal Maintenance Treatments (4910) per calendar year.
- Two Fluoride Treatments (1201 or 1203 or 1205), limited to under age 14, per calendar year.
- One Unilateral Space Maintainer (1510 or 1520), limited to under age 16 and replacing lost/extracted deciduous teeth, per arch per lifetime.
- One Bilateral Space Maintainer (1515 or 1525), limited to under age 16 and replacing lost/extracted deciduous teeth, per arch per lifetime.
- One Emergency Paliative Treatment (9110) in any 6-month period.
- One Full-Mouth Series or Panoramic Film (0210 or 0330) in any 60 consecutive month period.
- One Sealant Treatment to Permanent Molar (1351), limited to under age 16 on unrestored tooth, per tooth in any 36 consecutive month period.
- One Diagnostic Consultation by Non-treating Dentist (9310) per dental specialty in any 12 consecutive month period.
- Appliance to Control Harmful Habits (8220) limited to under age 14.
- Replacement of Amalgam Restoration (2110 through 2161) only after 12 or more months since prior procedure, if under age 19.
- Replacement of Amalgam Restoration (2110 through 2161) only after 36 or more months since prior procedure, if age 19 or older.
- Replacement of Resin Restoration (2330 through 2388) only after 12 or more months since prior procedure, if under age 19.
- Replacement of Resin Restoration (2330 through 2388) only after 36 or more months since prior procedure, if age 19 or older.
- One Crown (2336 or 2337 or 2710 or 2930 - 2933) per tooth in any 24 consecutive month period.
- Recement Bridge (6930) only after 12 or more months since initial insertion.
- One Denture Rebase (5710 or 5711 or 5720 or 5721) per 24 consecutive month period and only 12 or more months after insertion.
- One Denture Reline (5730 through 5761) per 24 consecutive month period and only 12 or more months after insertion.
- One Denture Adjustment (5410 or 5411 or 5421 or 5422) in any 24 consecutive month period.
- One Tissue Conditioning (5850 or 5851) per arch per 12 consecutive month period and only 12 or more months after denture insertion.

- One Periodontal Root Planing (4341), with evidence of bone loss, per quadrant in any 24 consecutive month period.
- One Periodontal Scaling (4341), in the absence of related work in prior 36 months, per quadrant in any 36 consecutive month period.
- One Distal or Proximal Wedge (4274), with evidence of periodontal disease of each tooth, per quadrant per 36 consecutive month period.
- One Gingivectomy or Crown Lengthen (4211 or 4249), with evidence of periodontal disease of each tooth, per 12 consecutive month period.
- One Soft Tissue Graft or Subepithelial Connective Tissue Graft (4270 or 4271 or 4273), per quadrant in any 36 consecutive month period.
- One Bone Graft or Guided Tissue Regeneration (4263 or 4266 or 4267) per tooth or area, in a lifetime period.
- Two visits for Occlusal Adjustment (9951 or 9952), with appropriate evidence, in any 6 month period after scaling / root planing / osseous surgery.

### **Guardian Dental Program Limitations by Best Practice or Cosmetic Determinants**

- Labial Veneers are covered only for decay or injury to permanent tooth that cannot be restored with amalgam or composite filling
- Resin Restoration (2330 through 2388) limited to anterior teeth. Resin Restoration to posterior teeth is reimbursed at amalgam rates.
- Specialized techniques and characterizations for Bridge Abutments, Crown (6791 or 6792) are not covered.
- Crowns ( 2720 through 2792), Buildups(2950), Inlays/Onlays (2510 through 2664) and Core Buildups for Retainer (6973) only with decay or injury when the tooth cannot be restored with amalgam or composite filling material. Permanent teeth only.
- Cast Post and Cores (2952 through 2972) only with decay or injury, when done in conjunction with a covered unit of crown or bridge and when needed substantial loss of tooth structure. Permanent teeth only.

### **Delta Exclusions and Limitations**

- Prophylaxis is limited to one treatment each six month period (includes periodontal maintenance);
- Full maxillary and/or mandibular dentures including immediate dentures are not to exceed one each in any five year period from initial placement;
- Partial dentures are not to be replaced within any five year period from initial placement, unless necessary due to natural tooth loss where the addition or replacement of teeth to the existing partial is not feasible;

- Crown(s) and fixed partial dentures (bridges) are not to be replaced within any five year period from initial placement;
- Denture relines are limited to one per denture during any 12 consecutive months;
- Periodontal treatments (scaling and root planing) are limited to four quadrants during any 12 consecutive months;
- Full mouth debridement (gross scale) is limited to one treatment in any 12 consecutive month period;
- Bitewing x-rays are limited to not more than one series of four films in any six month period;
- A full mouth x ray series (including any combination of periapicals or bitewings with a panoramic film) or a series of seven or more vertical bitewings is limited to one series every 24 months;
- Benefits for sealants include the application of sealants only to the occlusal surface of permanent molars for patients through age 15. The teeth must be free from caries or restorations on the occlusal surface. Benefits also include the repair or replacement of a sealant on any tooth within three years of its application by the same Contract Dentist who placed the sealant;
- Replacement of prosthetic appliances (bridges, partial or full dentures) shall be considered only if the existing appliance is no longer functional or cannot be made functional by repair or adjustment and meets the five year limitation for replacement;
- Coverage is limited to the Benefit customarily provided. Enrollee must pay the difference in cost between the Contract Dentist's usual fees for the covered Benefit and the Optional or more expensive treatment plus any applicable Copayment;
- Services that are more expensive than the treatment usually provided under accepted dental practice standards or include the use of specialized techniques instead of standard procedures, such as a crown where filling would restore a tooth or an implant in place of a fixed bridge or partial denture to restore a missing tooth, are considered Optional treatment;
- Composite resin restorations to restore decay or missing tooth structure that extend beyond the enamel layer are limited to anterior teeth (cuspid to cuspid) and facial surfaces of maxillary bicuspids;
- A fixed partial denture (bridge) is limited to the replacement of permanent anterior teeth provided it is not in connection with a partial denture on the same arch, or duplicates an existing, nonfunctional bridge and it meets the five year limitation for replacement;
- Stayplates, in conjunction with fixed or removable appliances, are limited to the replacement of extracted anterior teeth for adults during a healing period or in children 16 years and under for missing anterior teeth;
- Benefits provided by a pediatric Dentist are limited to children through age seven following an attempt by the assigned Contract Dentist to treat the child and upon prior authorization by Delta, less applicable Copayments. Exceptions for medical conditions, regardless of age limitation, will be considered on an individual basis;



- Porcelain crowns and porcelain fused to metal crowns on all molars is considered Optional treatment;
- Fixed bridges used to replace missing posterior teeth are considered Optional when the abutment teeth are dentally sound and would be crowned only for the purpose of supporting a pontic. A fixed bridge used under these circumstances is considered Optional dental treatment. The Enrollee must pay the difference in cost between the Contract Dentist's filed fees for the covered procedure and Optional treatment, plus any Copayment for the covered procedure;

## **Delta Dental HMO – Standard Benefit Exclusions**

- General anesthesia, IV sedation, and nitrous oxide and the services of a special anesthesiologist;
- Treatment provided in a government hospital, or for which benefits are provided under Medicare or other governmental program (except Medicaid), and State or Federal workers' compensation, employer liability or occupational disease law; benefits to the extent provided for any loss or portion thereof for which mandatory automobile no-fault benefits are recovered or recoverable; services rendered and separately billed by employees of hospitals, laboratories or other institutions; services performed by a member of the enrollee's immediate family; and services for which no charge is normally made;
- Treatment required by reason of war, declared or undeclared;
- All related fees for admission, use, or stays in a hospital, out-patient surgery center, extended care facility, or other similar care facility;
- Treatment of fractures, dislocations and subluxations of the mandible or maxilla. This includes any surgical treatment to correct facial mal-alignments of TMJ abnormalities which are medical in nature;
- Loss or theft of fixed and removable prosthetics (crowns, bridges, full or partial dentures);
- Dental expenses incurred in connection with any dental procedures started after termination of eligibility for coverage or dental expenses incurred in connection with any dental procedure started prior to enrollee's eligibility with the DeltaCare program. Examples: teeth prepared for crowns, root canals in progress, orthodontic treatment;
- Any service that is not specifically listed in Schedule A, Description of Benefits and Copayments;
- Cysts and malignancies which are medical in nature;
- Prescription drugs;
- Any procedure that, in the professional opinion of the contract dentist or Delta's dental consultant, is inconsistent with generally accepted standards for dentistry and will not produce a satisfactory result;

- Dental services received from any dental facility other than the assigned dental facility, unless expressly authorized in writing by DeltaCare or as cited under Provisions for Emergency Care;
- Prophylactic removal of impactions (asymptomatic, nonpathological);
- "Consultations" for noncovered procedures;
- Implant placement or removal of appliances placed on or services associated with implants, including but not limited to prophylaxis and periodontal treatment;
- Placement of a crown where there is sufficient tooth structure to retain a standard filling;
- Restorations placed due to cosmetics, abrasions, attrition, erosion, restoring or altering vertical dimension. Treatment or materials primarily for cosmetic purposes including, but not limited to, porcelain or other veneers, except reconstructive surgery which is not medical in nature, and which is either (a) dentally necessary and follows surgery resulting from trauma, infection or other diseases of the involved part and is directly attributable thereto, or (b) dentally necessary because of a congenital disease or anomaly of a covered dependent child which has resulted in a functional defect. If treatment is not excluded as to particular teeth under this provision, cosmetic treatment of teeth adjacent to or near the affected ones is excluded. If an appliance is required as a result of reconstructive surgery, the appliance so provided will be the least expensive one which is adequate for the purpose. This exclusion will not apply if the treatment is approved by an external appeal agent pursuant to Section 4910 of the New York Insurance Law. Refer to ENROLLEE COMPLAINT PROCEDURES and Appendix A, DELTA DENTAL OF NEW YORK'S INTERNAL GRIEVANCE PROCEDURE Rider for additional information;
- Appliances or restorations necessary to increase vertical dimension, replace or stabilize tooth structure loss by attrition, realignment of teeth, periodontal splinting, gnathologic recordings, equilibration or treatment of disturbances of the temporomandibular joint (TMJ) which are medical in nature;
- Extensive treatment plans involving 10 or more crowns or units of fixed bridgework (major mouth reconstruction);
- Precious metal for removable appliances, precision abutments for partials or bridges (overlays, implants, and appliances associated therewith), personalization and characterization;
- Soft tissue management (irrigation, infusion, special toothbrush);
- Treatment or appliances that are provided by a dentist whose practice specializes in prosthodontic services;
- Restorative work caused by orthodontic treatment;
- Extractions solely for the purpose of orthodontics.

## **Delta Dental HMO – Orthodontic Benefit Limitations**

The program provides coverage for orthodontic treatment plans provided through Contract Orthodontists. The cost to the Enrollee for the treatment plan is listed in the Description of Benefits and Co-payments (Schedule A) subject to the following:

- Orthodontic treatment must be provided by a Contract Orthodontist;
- Benefits cover 24 months of active orthodontic treatment and include the initial examination, diagnosis, consultation, initial banding, de-banding and the retention phase of treatment. The retention phase includes the initial construction, placement and adjustments to retainers and office visits for a maximum of 24 months;
- For treatment plans extending beyond 24 months of active treatment, the Enrollee will be subject to a monthly office visit fee not to exceed \$75 per month;
- Should an Enrollee's coverage be canceled or terminated for any reason, and at the time of cancellation or termination be receiving any orthodontic treatment, the Enrollee will be solely responsible for payment for treatment provided after cancellation or termination. In this event the Enrollee's obligation shall be based on the Contract Orthodontist's usual fee at the beginning of treatment. The Contract Orthodontist will prorate the amount over the number of months to completion of the treatment. The Enrollee will make payments based on an arrangement with the Contract Orthodontist;
- Three re-cementations or replacements of a bracket/band on the same tooth or a total of five re-bracketings /re-bandings on different teeth during the covered course of treatment are benefits. If any additional re-cementations or replacements of brackets/bands are performed, the Enrollee is responsible for the cost at the contract orthodontist's usual fee;
- The Co-payment is payable to the Contract Orthodontist who initiates banding in a course of orthodontic treatment. If, after banding has been initiated, the Enrollee changes to another Contract Orthodontist to continue orthodontic treatment, (i) the Enrollee will not be entitled to a refund of any amounts previously paid, and (ii) the Enrollee will be responsible for all payments, up to and including the full Co-payment, that are required by the new Contract Orthodontist for completion of the orthodontic treatment;

## **Delta Dental HMO – Orthodontic Benefit Exclusions**

- Lost, stolen or broken orthodontic appliances, functional appliances, headgear, retainers and expansion appliances;
- Re-treatment of orthodontic cases;
- Surgical procedures incidental to orthodontic treatment;
- Myofunctional therapy;
- Surgical procedures which are medical in nature related to cleft palate, micrognathia, or macrognathia;
- Treatment related to temporomandibular joint disturbances which are medical in nature;

- Supplemental appliances not routinely utilized in typical comprehensive orthodontics, including, but not limited to, palatal expander, habit control appliance, pendulum, quad helix or herbst;
- Active treatment that extends more than 24 months from the point of banding dentition will be subject to an office visit charge not to exceed \$75 per month;
- Restorative work caused by orthodontic treatment;
- Phase I\* orthodontics is an exclusion as well as activator appliances and minor treatment for tooth guidance and/or arch expansion;
- Extractions solely for the purpose of orthodontics;
- Treatment in progress at inception of eligibility;
- Patient initiated transfer after bands have been placed;
- Composite or ceramic brackets, lingual adaptation of orthodontic bands and other specialized or cosmetic alternatives to standard fixed and removable orthodontic appliances.

\* Phase I is defined as early treatment including interceptive orthodontia prior to the development of late mixed dentition.