



Yorktown Congress of Teachers Welfare Fund



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TABLE OF CONTENTS

Board of Trustees	2
Consultants to the Fund	2
Message from the Chairperson of the Fund	3
Who is Covered/Not Covered	5
Eligibility for Coverage	7
If You Leave Service/Continuance of Coverage	7
Continuation of Coverage Rights Under COBRA	8
Privacy of Protected Health Information Under HIPAA	11
Important Claims Information	12
Member's Record Keeping Responsibilities	13
Member's Right to Appeal Fund Decisions	14
DENTAL BENEFIT PLAN	15
1. Orthodontia Coverage	17
2. Dental Charges not Covered	18
3. Coordination with other Dental Coverage	19
4. List of covered dental procedures	23
PRESCRIPTION DRUG CO-PAY PLAN	25
OPTICAL BENEFIT PLAN	27
OFFICE VISIT CO-PAY PLAN	28
HEARING AID BENEFIT PLAN	29
RETIREE MEDICAL PREMIUM REIMBURSEMENT PLAN	30
RETIREE WELFARE FUND COVERAGE PLAN	31
MEDICAL DEDUCTIBLE REIMBURSEMENT PLAN	31
LEGAL SERVICES BENEFIT PLAN	32
Questions Concerning the Fund	33

**YORKTOWN CONGRESS OF TEACHERS WELFARE FUND
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Dear Member:

We are pleased to have been able to continually improve both the benefits provided and the services of the Fund office. The comprehensive plan now provided to our Fund members is the result of the complementary work of the Fund trustees and the YCT negotiation teams which have produced the funding for the programs we enjoy. Since the founding of our Fund numerous new benefits have been created and older benefits enriched. This booklet is a source of information on the benefit programs provided through the Fund. The following briefly describes the Yorktown Congress of Teachers Welfare Fund benefits:

*** DENTAL PLAN**

1. General dental coverage covers members and eligible dependents for a complete range of dental services including oral examinations, prophylaxis, X-rays, removal of teeth, restoration of teeth, root canals, crowns, bridges and dentures.

2. Orthodontia coverage provides a lifetime maximum payment for orthodontic procedures on covered members or their eligible dependents. This payment is within the maximum annual allowance for all dental procedures and is not in addition to those allowances.

3. Children's dental maximum allowances are in addition to the annual maximum allowances for member and eligible spouse. The children's maximum allowance is per child.

*** PRESCRIPTION DRUG CO-PAY PLAN**

The Fund will reimburse up to its current annual maximum each calendar year for costs incurred for co-pay on prescription drugs.

*** OPTICAL PLAN**

The Fund provides a reimbursement up to its current annual maximum each calendar year for costs incurred for such optical services as: eye examinations, prescription lenses and/or frames and is subject to the Fund's coordination of benefits rules when applicable. Must submit exam to medical first.

*** MEDICAL OFFICE VISIT CO-PAY PLAN**

The Fund provides a reimbursement up to the current annual maximum each calendar year for costs incurred by members or eligible dependents for cost incurred for co-pay on medical office visits.

*** LEGAL SERVICES PLAN**

The Fund provides a comprehensive legal services benefit program for covered members and eligible dependents through the Westchester Putnam Teachers Legal Services Fund. This benefit includes, but is not limited to: the preparation of wills for a member and/or his/her spouse, parent(s) and/or parent(s)-in-law, general legal consultations, document review, house closings, uncontested divorce or annulment,

adoption, bankruptcy, legal defense, personal injury and representation in consumer protection matters.

*** HEARING AID PLAN**

The Fund will provide a reimbursement up to the current annual maximum once in each five year period, for costs incurred by a member for purchase of a hearing aid. This will be paid after the manufacture's trial period has expired.

*** RETIREE MEDICAL PREMIUM REIMBURSEMENT PLAN**

The Fund will provide a reimbursement of up to 100% of the premium paid for a health plan by eligible retirees. The specific level of benefit will be recommended by the trustees annually. The specific requirements of this plan are discussed in detail under the appropriate heading in this booklet.

*** RETIREE WELFARE FUND COVERAGE PLAN**

This plan provides for the payment of Welfare Fund premiums for retirees through the utilization of deposited incentive monies.

*** MEDICAL DEDUCTIBLE REIMBURSEMENT PLAN**

The Fund will provide a reimbursement of a portion of the deductible expense up to the current annual maximum, incurred by a member or eligible dependent as a part of their medical plan(s).

This booklet is an important source of information for you; we advise you to keep it available and to consult it prior to both incurring and filing claims with the Fund office.

Should you have questions concerning your coverage, please feel free to contact the Fund office at 914-962-7442, daily.

Fraternally,

A handwritten signature in cursive script that reads "Lorraine Cicale".

Lorraine Cicale, Chairperson,
and the Trustees of the Welfare Fund.

WHO IS COVERED

Covered by the Welfare Fund are: all employees of the Board of Education of the Yorktown Central Schools covered by collective bargaining agreements between the Board of Education and the Yorktown Congress of Teachers for whom contributions are payable to the Yorktown Congress of Teachers Welfare Fund; any other employees of the Board of Education of the Yorktown Central Schools that may be deemed eligible by the YCT and the Board, for whom contributions are payable to the Yorktown Congress of Teachers Welfare Fund; and employees of the Yorktown Congress of Teachers or the Yorktown Congress of Teachers Welfare Fund, provided that contributions on their behalf are made to the Yorktown Congress of Teachers Welfare Fund.

WHO IS NOT COVERED

A teacher who is in his/her first year of employment as a part time teacher (excluding Kindergarten) shall not be eligible for Fund Benefits. In addition, in the event a position becomes vacant, in any unit, after the beginning of the school year, the leave replacement hired to fill this position is not entitled to Fund Benefits until the following school year beginning in September. Of course, this does not apply to new positions created after the beginning of the school year and for which the district has made a contribution to the Fund.

Dependents

Dependents shall refer to the spouse or domestic partner* of a covered employee and/or the natural children of the employee member or the legally adopted children of the employee member or a child who permanently resides in the member's household for whom the member is the legal guardian.

Dependent children are covered when appropriate contributions are made to the Fund in amounts determined by the Trustees and uniform for each employee group. Dependents, when eligible, remain eligible until they reach their nineteenth (19th) birthday or until they reach their twenty fifth (25th) birthday provided they establish their status as Full Time day students in a post high school program of studies.

*Domestic partner is defined as a person, eighteen years of age or older, who is not married or related by blood to the member in a manner that would bar marriage in the State of New York, who cannot, by the laws of the State of New York, enter into a marriage with the member (and who is not legally married to another person), who has a close and committed personal relationship with the member, who lives with the member and has been living with same on a continuous basis, and who, together with the member has registered as a domestic partner of the member and has not terminated the partnership.

Retirees/Employees on Leave

Retirees and employees commencing leaves may remain eligible for benefits provided that they make application to the Fund in a timely manner and make appropriate contributions to the Fund.

Temporary Employees

Employees hired for a specific period, and then terminated, (i.e. as replacement for an absent employee) for whom appropriate contributions are made by the Board of

Education are eligible for all appropriate benefits, but the maximum reimbursement in each category shall not exceed the published annual maximum benefit in each category during the SCHOOL YEAR in which they are employed.

GROUPS PRESENTLY RECEIVING BENEFITS FROM THE YCT WELFARE FUND

Yorktown Congress of Teachers Bargaining Unit – All full time and part time members of the bargaining unit covered by the Teachers contract

Yorktown Congress of Teachers Clerical Chapter – All full time and part time members of the bargaining unit covered by the Clerical contract

Yorktown Congress of Teachers-Associate Teachers Chapter – All full time and part time members of the bargaining unit covered by the Teaching Assistant contract.

Yorktown Congress of Teachers Certified Teaching Assistants and Teacher Aides Chapter – All full and part time members covered by the Instructional Assistant contract

Yorktown Congress of Teachers-Permanent Substitutes Chapter – All full time and part time members of the bargaining unit covered by the Permanent Substitutes' contract

Yorktown Congress of Teacher-Computer Technicians Chapter – All full time and part time member of the bargaining unit covered by the Computer Technician's contract

Yorktown Association of Administrators and Supervisors Bargaining Unit – All full time and part time members of the bargaining unit covered by the Y.A.A.S. contract.

C.S.E.A. Nurses Bargaining Unit – All full time and part time members of the bargaining unit covered by the C.S.E.A. Nurses contract.

Individual Contract Holders – Any full or part time administrative and clerical confidential employees for whom the Board of Education makes appropriate payments to the Fund.

LEVEL OF COVERAGE

The specific benefits and reimbursements provided to each group is specifically dependent upon the level of contribution made by the Board of Education or appropriate individual to the YCT Welfare Fund. Similar levels of contribution will result in similar benefits, except as noted herein.

- all permanent and continuing employees in each bargaining unit shall have the same level of benefits as others in the same unit.
- all temporary, terminal employees in a bargaining unit shall be eligible for no more than the annual maximum level of benefit in each category during the school year in which they are employed.

Inclusion of dependent coverage is similarly dependent upon the level of contribution made to the Fund. Similar levels of contribution will result in similar levels of dependent coverage regardless of group membership.

The specific level of contribution to the Fund is dependent upon the agreements made among and between the various employee groups and the Board of Education as a result of collective bargaining.

The determination of reimbursement levels and the nature of the benefit program is the responsibility of the Board of Trustees.

SUMMARY OF BENEFITS WILL BE PUBLISHED BY THE TRUSTEES SEMI-ANNUALLY IN JANUARY AND JUNE AND DISTRIBUTED TO ALL FUND MEMBERS.

ELIGIBILITY FOR COVERAGE

GENERAL

Subject to the requirements pertaining to the definition of covered employee, employees in covered categories are eligible for benefits as long as they remain employees of the Yorktown Central Schools and contributions, on their behalf, are paid by the Board of Education to the Yorktown Congress of Teachers Welfare Fund. New employees are covered as of the first day of active employment. However, no claims will be paid on a new employee prior to the receipt, by the Fund office, of an official "notice of hire" from the central office establishing the official "date of hire" of the new employee, and a completed eligibility card filed by the new employee.

Dependents become eligible for benefits on the same date as the member, or if acquired later, on the date that they first become eligible dependents. **HOWEVER, NO CLAIMS CAN BE PAID UNTIL AN APPROPRIATE ELIGIBILITY CARD IS ON FILE IN THE FUND OFFICE.**

If your marital or domestic partner status changes or you acquire additional dependents, you must update your eligibility by amending your files through a notification to the Fund office of any changed status. Failure to change your status will result in delayed payments for claims.

IF YOU TAKE A LEAVE OF ABSENCE

Eligible employees who cease employment for reasons of leaves of absence, parental leaves or other conditions set forth in the collective bargaining agreement, may continue to remain eligible for benefits provided they maintain their membership in the Yorktown Congress of Teachers and make appropriate contributions to the Yorktown Congress of Teachers Welfare Fund **within thirty (30) days of cessation of active employment.** If the eligible employee fails to act within the prescribed 30-day period, he or she may not thereafter become eligible for benefits unless he or she returns to covered employment. (Fund members, not in the YCT bargaining units can maintain coverage upon similar request and payment of an administrative fee as set by the Trustees.)

IF YOU RETIRE

RETIREMENT IS DEFINED AS LEAVING SERVICE WITH ELIGIBILITY TO DRAW PENSION BENEFITS FROM THE APPROPRIATE STATE SYSTEM.

Eligible employees who cease employment for reasons of retirement may continue to remain eligible for benefits provided they maintain their membership in the Yorktown Congress of Teachers and make appropriate contributions to the Yorktown Congress of Teachers Welfare Fund, within thirty (30) days of cessation of employment. A retiree is offered a choice of individual coverage or family coverage upon retirement. The choice made at the time of retirement may not be changed in the future, except in the case of the loss/acquisition of a spouse due to divorce, death, or marriage, in which case the member may elect to reduce/increase coverage. In the case of acquisition of a spouse, the level of coverage must be changed **within six months of the marriage**. If the member elects to drop Fund coverage, for any period of time, such coverage cannot be reinstated for any reason. (Fund members, not in YCT bargaining units, can maintain coverage upon similar request and payment of an administrative fee as set by the Trustees.) Additionally family coverage can be reduced to individual coverage, however the individual cannot again return to the member's previous status, unless one of the above situations occurs.

IF A COVERED EMPLOYEE DIES

If a covered employee dies while a member of the Welfare Fund, his or her benefits are continued for ninety (90) days for the employee's eligible dependents.

CONTINUATION COVERAGE RIGHTS UNDER COBRA

INTRODUCTION

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation can become available to you and to other members of your family who are covered under the Fund when you would otherwise lose your group health coverage. **This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.**

COBRA continuation coverage for the Fund is administered by the Fund Administrator at the Fund Office located at 2729 Crompond Road, Building (B) Yorktown Heights, New York 10598, tel. (914) 962-7442.

COBRA Continuation Coverage

COBRA continuation coverage is a continuation of Fund coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." A qualified beneficiary is some one who will lose coverage under the Fund because of a qualifying event. Depending on the type of qualifying event, employees, spouses of employees, and dependent children of employees may be qualified beneficiaries. Under the Fund, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you will lose your coverage under the Fund because either one of the following qualifying events happens:

1. Your hours of employment are reduced, or
2. Your employment ends for any reason other than your gross misconduct

If you are the spouse of an employee, you will become a qualified beneficiary if you will lose your coverage under the Fund because any of the following qualifying events happens:

1. Your spouse dies;
2. Your spouse's hours of employment are reduced;
3. Your spouse's employment ends for any reason other than his or her gross misconduct;
4. Your spouse becomes enrolled in Medicare (Part A, Part B, or both); or
5. You become divorced or legally separated from your spouse.

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

1. The parent employee dies;
2. The parent employee's hours of employment are reduced;
3. The parent employee's employment ends for any reason other than his or her gross misconduct;
4. The parent employee becomes enrolled in Medicare (Part A, Part B, or both); or
5. The parents become divorced or legally separated; or
6. The child stops being eligible for coverage under the Fund as a "dependent child."

Sometimes filing a proceeding in bankruptcy under Title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to the Yorktown School District, and that bankruptcy results in the loss of coverage of any retired employee covered under the Fund, the retired employee is a qualified beneficiary with respect to the bankruptcy. The retired employee's spouse, surviving spouse, and dependent children will also be qualified beneficiaries if bankruptcy results in the loss of their coverage under the Fund.

The Fund will offer COBRA continuation coverage to qualified beneficiaries only after the Fund Administrator has been notified that a qualifying event has occurred.

When the qualifying event is the end of employment or reduction of hours of employment, death of employee, commencement of a proceeding in bankruptcy with respect to the employee, or enrollment in Medicare (Part A, Part B, or both), the employer must notify the Fund Administrator of the qualifying event within 30 days of any of these events.

For the 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 Fund Administrator. The Fund requires you to notify the Fund Administrator within 60 days after the qualifying event occurs. You must send this notice to the Fund Administrator. In the event of death, a copy of the death certificate must be provided. In the event of enrollment in Medicare, you must send

a copy of the Medicare card. In the event of divorce, you must send a copy of the divorce judgment. In the event of legal separation, you must send a copy of the Court Order of Separation.

Once the Fund Administration receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. For each qualified beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date of the qualifying event or on the date that Fund coverage would otherwise have been lost, if later.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, enrollment of the employee in Medicare (Part A, Part B, or both), your divorce or legal separation, or a dependent child losing eligibility as a dependent child, COBRA continuation coverage lasts for up to 36 months.

When the qualifying event is the end of employment or reduction of the employment or reduction of the employee's hours of employment, COBRA continuation coverage lasts for up to 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended:

1. Disability Extension of 18 month Period of Continuation Coverage:

If you or anyone in your family covered under the Fund is determined by the Social Security Administration to be disabled at any time during the first 60 days of COBRA continuation coverage, and you notify the Fund Administrator in a timely fashion, you and your entire family can receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. You must make sure that the Fund Administrator is notified of the Social Security Administrator's determination by sending a copy of the Determination letter within 60 days of the date of the determination and before the end of the 18-month period of COBRA continuation coverage. This notice should be sent to the Fund Administrator.

2. Second Qualifying Event Extension of 18-month Period Continuation Coverage

If your family experiences another qualifying event while receiving COBRA continuation coverage, the spouse and dependent children in your family can get additional months of COBRA continuation coverage, up to a maximum of 36 months. This extension is available to the spouse and dependent children if the former employee dies, enrolls in Medicare (Part A, Part B, or both), or gets divorced or legally separated. The extension is also available to a dependent child when that child stops being eligible under the Fund as a dependent child. In all of these cases, you must make sure that the Fund Administrator is notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Fund Administrator. In the event of death, a copy of the death certificate must be provided. In the event of enrollment in Medicare, you must send a copy of the Medicare card. In the event of divorce, you must send a copy of the divorce judgment. In the event of legal separation, you must send a copy of the Court Order of Separation.

If You Have Any Questions

If you have any questions about your COBRA continuation coverage, you should contact the Fund Administrator or you may contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at www.dol.gov/ebsa.

Keep Your Fund Informed of Address Changes

In order to protect your family's rights, you should keep the Fund Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Fund Administrator.

PRIVACY OF PROTECTED HEALTH INFORMATION UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA")

A federal law, the Health Insurance Portability and Accountability Act, ("HIPAA"), requires the Yorktown Congress of Teachers Welfare Fund ("the Fund") to protect the confidentiality of your private health information. A complete description of your rights under HIPAA can be found in the Fund's privacy notice, which was distributed to all current members of the Fund prior to April 14, 2004 and is distributed to all new members upon enrollment, a copy of which is available from the Fund Administrator.

The Fund will not use or further disclose information that is protected by HIPAA ("protected health information"), except as necessary for treatment, payment, operations of the Fund, or as permitted or required by law. By law, the Fund has required all business associates to also observe HIPAA's privacy rules. In particular, the Fund will not, without authorization, use or disclose protected health information for employment-related actions and decisions.

Under HIPAA, you have certain rights with respect to your protected health information, including certain rights to see and copy the information, receive an accounting of certain disclosures of the information, and under certain circumstances, amend the information. You also have the right to file a complaint with the Fund or with the U.S. Department of Health and Human Services if you believe your rights under HIPAA have been violated.

PROVISIONS OF COVERAGE

Yorktown Congress of Teachers Welfare Fund benefits are provided, on a self-insured basis, directly by the Welfare Fund. All claims processing and claims payments are made directly by the Welfare Fund.

VITAL INFORMATION REQUIRED FOR CLAIM FORMS AND CORRESPONDENCE

All claims and correspondence addressed to the Fund must contain the following items of information:

1. Name of member
2. School or building assignment
3. Position (teacher, CTA/TA, Clerical, etc.)
4. Coordination of benefits evidence must be produced where appropriate.

In addition, certain forms should be checked for specific required information before submission:

- * **DENTAL CLAIM FORMS** – signed by dentist; indication of dates on which procedures were performed; if for crowns, form must contain explanation and/or x-rays.
- * **OPTICAL CLAIM FORMS**– bill indicating services and or prescription eyewear attached.
- * **OFFICE VISIT CO-PAY FORMS** – attach copy of EOB from insurance company showing co-pay or receipt from doctor's office that has the doctor's name and/or group printed on it as well as name of patient, date of service, and amount of co-pay.
- * **PRESCRIPTION DRUG CO-PAY CLAIM FORMS** – drug bills attached; bills must show date, prescription number, amount of charge and co-pay; name of the drug must be on the bill.
- * **MEDICAL DEDUCTIBLE CLAIM FORMS** – evidence that the member or eligible dependent has met his/her deductible must be attached to the claim form.

An incomplete claim form may cause a delay in benefit payment.

In addition:

1. When any **CHANGE OCCURS IN YOUR STATUS** occurs, i.e., marriage, domestic partnership, change of employer, divorce, separation, termination of domestic partnership, birth or adoption of a child or the death of an eligible dependent please notify the Fund office. It is important and to your advantage that you keep the Fund office up to date on your current status so that claims can be processed efficiently, consistent with our policy of prompt payment.
2. If one of your eligible dependents becomes 19 years old, no claims will be paid on his/her behalf unless you submit evidence of full time day student status. **A statement, available from college bursar's office, is required (each semester;)** copies of tuition, room or board bills are NOT ACCEPTABLE. Evidence of full time student status **MUST BE PROVIDED TO THE FUND**, the school district **DOES NOT SHARE DATA WITH THE FUND**. **Submission of data to the district or PNWHBC medical plan will not provide coverage for dependents through the Fund.**

3. The Fund should be notified promptly of any change of name and/or address.
4. The Fund should be notified promptly of any change in the employment status of your spouse; any change in employer and benefits provided your spouse either through employer or employee contributions must be reported to the Fund.

5. FALSE STATEMENTS ON YOUR ELIGIBILITY CARD CONCERNING DEPENDENT STATUS, SPOUSE EMPLOYMENT AND SPOUSE OR CHILD'S BENEFITS PROVIDED BY THE EMPLOYER OR DEPENDENT CAN RESULT IN THE SUSPENSION OF ALL BENEFITS FOR UP TO ONE YEAR.

6. Information, literature and claim forms are available from the Fund office by either writing or calling the Fund office at 914-962-7442. In addition, claim forms may be obtained from your YCT Senior Building Representative.

7. Should a claim be rejected for technical reasons; the claimant may submit additional information, in support of the claim, from the professional practitioner involved (doctor, dentist, optician, etc.) in an effort to justify the claim. The Trustees cannot make decisions based on statements made by the claimant or other layman.

8. MEMBERS' RESPONSIBILITY FOR MONITORING CLAIMS – It is the member's responsibility to check on the disposition of a claim if he/she has NOT BEEN CONTACTED by the Fund with either a payment for the claim or with information on why the claim has not been paid WITHIN (60) SIXTY DAYS of the submission of such claim

9. ALL ITEMS ON CLAIM FORMS WILL BE SUBJECT TO VERIFICATION WITH THE PROVIDERS OF THE SERVICE(S) BY THE FUND.

10. THIRD PARTY REIMBURSEMENT/SUBROGATION – If a covered member or dependent is injured through the acts or omissions of a third party, the Fund shall be entitled – to the extent it pays out benefits -- to reimbursement from the covered member or dependent from any recovery obtained from the responsible third party. Alternatively, the Fund shall be subrogated, unless otherwise prohibited by law, to all rights of recovery that the covered member or dependent may have against such third party arising out of its acts or omissions that caused the injury. Subrogation means that the Fund becomes substituted in the injured person's place to pursue a claim for recovery against a third party. Fund benefits will be provided only on the condition that a covered member or dependent agrees in writing:

(A) To reimburse the Fund, to the extent of benefits paid by it, out of any monies recovered from such third party, whether by judgment, settlement, or otherwise;

(B) To provide the Fund with an Assignment of Proceeds to the extent of benefits paid out by the Fund on the claim and to cooperate and assist the Fund in seeking recovery. The Assignment will be filed with the person whose act caused the injuries, his or her agent, the court,

and/or the provider of the services; and

(C) To take all reasonable steps to effect recovery from the responsible third party and to do nothing after the injury to prejudice the Fund's right to reimbursement or subrogation, and to execute and deliver to the Fund Office all necessary documents as the Fund may require to facilitate enforcement of the Fund's rights and not to prejudice such rights.

11. OVERPAYMENT OF BENEFITS/FUTURE OFFSET – In the event you receive an overpayment of Fund benefits, on your behalf or on behalf of your dependent, you are obligated to refund said overpayment to the Fund immediately. In the event you fail to refund said overpayment, you are subject to an offset against future benefits until said overpayment is fully recouped, or a suspension of your benefits, until said overpayment is paid in full. Such offset and/or suspension may be applied to the member's and/or eligible dependents' benefits.

REJECTION OF CLAIMS

Trustees' Policy

The Trustees of the Fund have attempted to establish procedures which will insure that you receive the maximum possible payment as quickly as possible. You can help insure timely payment of claims by carefully filling out your claim forms, including necessary bills and documentation, when needed. The Trustees urge you to refer to this booklet and printed materials which are distributed by the Trustees periodically to be sure you are filing an appropriate and complete form.

COMMON REASONS FOR CLAIM REJECTION – TRY TO AVOID THEM

- * You or your dependent are not covered for the claimed benefit
- * You have already reached and been paid the maximum benefit
- * You submitted a claim for a procedure not covered by the Fund
- * You submitted a claim missing vital information
- * You failed to attach a proper bill with your claim
- * You did not first co-ordinate a claim with medical or other appropriate coverage
- * You submitted a claim more than ninety (90) days after the beginning of the year following the year in which the claim was incurred.
- * You have not submitted an eligibility form to the fund.

IF YOU DISAGREE WITH THE TRUSTEES' DECISION TO REJECT A CLAIM, YOU HAVE THE RIGHT TO APPEAL AS SET FORTH BELOW.

YOUR RIGHT TO APPEAL FUND PROCEDURES

The benefits provided by this Fund may be changed only by the Board of Trustees. The Board of Trustees adopts rules and regulations for the payment of benefits and all provisions of this booklet are subject to such rules and regulations and to the Trust Indenture which established and governs the Fund's operation.

All rules are uniformly applied by the Fund Office. The action of the Fund Office is

subject only to review by the Board of Trustees. A covered employee may request a review of action by submitting notice in writing to the Board of Trustees, Yorktown Congress of Teachers Welfare Fund, 2729 Crompond Road, Building (B), Yorktown Heights, New York 10598, within 60 days after the action to the Fund Office. The trustees shall act on the appeal within a reasonable period of time and render their decision in writing, which shall be final and conclusive and binding on all persons.

DENTAL PLAN

Employees and their eligible dependents (as defined on pp. 5) are covered for dental plan benefits of the Yorktown Congress of Teachers Welfare Fund.

HOW TO ENROLL

All covered employees **MUST FILE AN ELIGIBILITY CARD** with the Fund office before any claims can be paid. These cards will request information about you, your dependents and your spouse/domestic partner and other insurance coverage. They are available from the Fund office at 914-962-7442 or your YCT Senior Building Representative.

DEPENDENT COVERAGE

A. Dental expense benefits for each covered member are not subject to deductible, whereas spouse/domestic partner and children, are subject to a yearly deductible. In the event of the member's death, dental benefits are continued for a period of 90 days for eligible dependents.

B. All dental expenses incurred by dependents are subject to a \$75.00 deductible/per dependent.

HOW OUR DENTAL PLAN WORKS

- You or your dependent select any dentist of your choice (except in the case where a dependent has his/her own primary coverage which has provisions for preferred provider participants)
- You select the time and place in which to have your dental work performed
- You, the employee, are not limited to certain dentists... you may change dentists at your convenience without endangering your benefits
- Your dental treatment will be performed in your dentist's own office

WHAT BENEFITS ARE PAID

The dental plan will pay a benefit up to the current maximum allowance or the dentist's actual charges, whichever is less, up to an **ANNUAL MAXIMUM** of: **\$2000.00/ employee; \$1100/spouse/domestic partner**, after an initial \$75 deductible expense; **\$500 for each eligible dependent child**, after an initial \$75 deductible expense/dependent; included in these maximums are **\$1000/year for orthodontia to a lifetime maximum of \$2,000.00 per family**.

If two or more dental services are rendered, payment will be made for each dental service unless the Schedule of Maximum Allowances specifies a maximum amount

for a particular combination of dental services. Orthodontic procedures are not paid on the basis of each procedure performed, but on the basis of a cumulative total not to exceed \$1000 per family of each member per year up to a lifetime maximum of \$2,000 per family of each member.

The maximum allowance for dental procedures (both general dentistry and/or orthodontia) cannot exceed \$2000 per calendar year for a permanent covered employee or \$1,100 for the covered eligible spouse/domestic partner. That is, the reimbursement for orthodontia for adults is included within the annual maximum and is not in addition to that annual maximum.

The maximum allowance for non-orthodontic dental procedures for children (general dentistry) cannot exceed \$500 per child of each member. (\$1000 for orthodontia/family/year)

IMPORTANT NOTICE CONCERNING DENTAL CLAIM PAYMENTS

CLAIMS FOR A PRIOR CALENDAR YEAR MAY BE SUBMITTED TO THE FUND FOR PAYMENT DURING THE FIRST NINETY (90) DAYS OF THE FOLLOWING YEAR.

CLAIMS FOR A PRIOR CALENDAR YEAR WHICH ARE SUBMITTED AFTER THE FIRST NINETY (90) DAYS OF THE FOLLOWING YEAR WILL NOT BE PAID.

EXAMPLES

- 1.** You have dental work done in September - November 2008. You submit your claim to the Fund before March 31, 2009; **you will be paid for your claim.**
- 2.** You have dental work done in September - November 2008. You submit your claim to the Fund after March 31, 2009; **you will not be paid for your claim.**

DESCRIPTION OF DENTAL BENEFITS

General Dentistry

Dental expense benefits provide payment for dental expenses incurred FOR ONLY THE PROCEDURES LISTED IN, AND BASED ON THE SCHEDULE OF MAXIMUM ALLOWANCES up to the maximum shown in that schedule of benefits. The maximum benefit of \$2,000 applies each calendar year to you; \$1,100 for your spouse. The maximum benefit of \$500 applies each calendar year for each of your dependent children, regardless of their number.

The expenses must be incurred for dental procedures necessary to the care and treatment of the patient and performed by or under the direct supervision of a legally qualified dentist.

The charge for a dental procedure is considered to have been incurred on the day of the performance of the procedure. If the procedure is not completed in one day, the

day upon which the procedure is completed is deemed to be the incurred date for any charges in connection with such procedure.

In the event that more than one dentist furnishes services or materials for one dental procedure, the Fund shall be liable for not more than its liability had one dentist furnished the services or materials.

"Procedure" or "dental procedure" means one of the listed procedures on the list of covered dental procedures listed in this book.

NOTE: IN THE CASES WHERE EXPENSIVE, EXTENSIVE OR UNUSUAL DENTAL PROCEDURES ARE ANTICIPATED, IT IS SUGGESTED THAT YOU:

1. REQUEST A PRETREATMENT ESTIMATE FROM THE FUND. YOU WILL THEN KNOW THE AMOUNT OF REIMBURSEMENT YOU WILL RECEIVE. ON THIS BASIS YOU CAN PROCEED WITH THE WORK OR HAVE ANY POSSIBLE ALTERNATIVE PROCEDURE(S) PERFORMED. THIS IS A DECISION TO BE MADE BETWEEN YOU AND YOUR DENTIST.

2. CHECK THE "SCHEDULE OF DENTAL BENEFITS" WITH THE FUND ADMINISTRATOR. IF THE PROCEDURE(S) YOU CONTEMPLATE HAVING PERFORMED ARE NOT COVERED, YOU MIGHT CONSIDER ANY POSSIBLE ALTERNATIVE PROCEDURES , WHICH ARE COVERED. THIS IS A DECISION TO BE MADE BETWEEN YOU AND YOUR DENTIST.

3. WHEN EXTENSIVE, LONG TERM DENTAL WORK IS BEING PERFORMED, IT IS NOT NECESSARY TO WAIT FOR ALL THE ANTICIPATED WORK TO BE COMPLETED PRIOR TO SUBMITTING A CLAIM FOR PAYMENT.

IT IS SUGGESTED THAT YOU SUBMIT A CLAIM, FOR PROCEDURES ALREADY COMPLETED, APPROXIMATELY EACH NINETY (90) DAYS DURING TREATMENT. THE FUND WILL REIMBURSE YOU PERIODICALLY FOR THOSE PROCEDURES.

4. DO NOT SUBMIT A CLAIM FOR WORK PERFORMED IN ONE CALENDAR YEAR, LATER THAN THE FIRST NINETY (90) DAYS OF THE FOLLOWING YEAR. CLAIMS SUBMITTED LATER WILL NOT BE PAID.

ORTHODONTIA

Orthodontia expense benefits provide payment for orthodontic expenses incurred during the benefit being claimed by the covered member and eligible dependents, up to a maximum of \$1000 per year and a maximum of \$2,000 lifetime orthodontic benefit. These maximums apply to the entire group of covered persons and are not per person maximums. In addition, for member and/or spouse, these benefits are included within the appropriate maximum dental allowances, and not in addition to them. Orthodontia information required by the Fund includes:

1. Date of commencement of services being claimed
2. Total cost projected for all procedures
3. Payment plan by which member is or will pay orthodontist
4. Statement of initial payment

The Fund WILL NOT reimburse for orthodontic procedures in a course of treatment commenced PRIOR TO COVERED EMPLOYMENT of the member

THE FOLLOWING DENTAL CHARGES (IF NECESSARY, REGULAR AND CUSTOMARY) ARE COVERED:

Charges for any accidental bodily injury: (a) which does not arise out of or in the course of any employment by the Employee and (b) for which he/she is not entitled to under any Workmen's Compensation law;

Charges for any sickness not entitling him to benefits under any Workmen's Compensation or Occupational Disease law;

Charges which are necessary to the care and treatment of such accidental bodily injury or such sickness and are incurred on the recommendation of and performed by or under the direct supervision of a legally qualified dentist;

Charges which are for procedures listed in the schedule of dental procedures hereof, except that any portion of the total charge for a procedure in excess of the Maximum Payment listed for such procedure in the schedule of dental procedures, shall not be considered as eligible dental charges under this policy;

Charges which are not excluded dental charges and are not otherwise excluded from coverage by the terms hereof.

THE FOLLOWING DENTAL CHARGES ARE NOT COVERED

All procedures Not specifically listed as covered procedures and in addition:

- All benefits cover you only for accidents and sickness originating OFF THE JOB. No benefits are provided for charges which you are not legally obligated to pay, such as for U.S. Government Hospital confinement and services, nor for claims to which you or your dependents are entitled to Workmen's Compensation benefits;
- Charges for services or materials for which the individual is not, in the absence of this insurance, legally required to pay;
- Charges for services or materials for cosmetic purposes, except charges for cosmetic dental procedures incurred while insured hereunder as a result of and within twelve (12) months after an accident suffered while insured hereunder for Dental Expense benefits;
- Charges due to war or any act of war, whether declared or undeclared;
- Charges for orthodontia beyond the maximum benefits described within this

booklet, or commenced prior to eligibility in the Fund

- **Charges for dentistry or a course of orthodontic treatment commenced PRIOR to covered employment**

- **Charges for oral examination and/or prophylaxis performed within six (6) months of a preceding similar procedure**

- **Charges for replacement of crowns within 8 years; or bridges within 5 years of the placement of the prior crown or bridge**

- Charges associated with duplicate or "spare" bridge or denture

- Charges for dental procedures performed in one calendar year but submitted to the Fund for payment later than the first ninety (90) days of the following year

- Deductible costs incurred under coverage provided by other dental insurance providers

- Any charges incurred for dental or orthodontic procedures commenced prior to covered employment

- Any charges for orthodontia treatments for which payments were made prior to the benefit period in which the claim is made

- Charges incurred by dependents who are covered by another plan as primary which are unpaid by the primary insurer because the dependent failed to utilize the primary plan to its fullest; i.e. the dependent failed to use the services of a participant or preferred provider within the primary plan

DO NOT SUBMIT A CLAIM FOR WORK PERFORMED IN ONE CALENDAR YEAR LATER THAN THE FIRST NINETY (90) DAYS OF THE FOLLOWING YEAR. CLAIMS SUBMITTED LATER WILL NOT BE PAID

It is the MEMBER'S RESPONSIBILITY to check on the disposition of a claim if he/she has not been contacted by the FUND either with a payment or information about why a claim has not been paid within 60 days of submission of such a claim

Coordination of Benefits

When benefits would be payable under more than one Dental Plan (yours and your spouse/domestic partner or dependent, provided individually or through their employer), benefits payable under those plans will be coordinated to the extent that the total benefits under all plans will not exceed 100% of the total allowable expenses. "Allowable Expense" means any necessary, reasonable and customary, expense which is covered in whole or in part under at least one of those dental plans. The YCT Welfare Fund will not reimburse expenses incurred by a dependent because of their failure to use their primary insurance to its maximum possible benefit.

IMPORTANT NOTICE: YOU MUST NOTE OTHER DENTAL COVERAGE FOR WHICH YOU AND/OR YOUR SPOUSE/DOMESTIC PARTNER AND DEPENDENTS ARE ELIGIBLE ON YOUR ELIGIBILITY CARD. YOU MUST NOTIFY THE FUND OFFICE OF CHANGES (ADDITIONS OR DELETIONS) IN THOSE COVERAGE. FALSE STATEMENTS ON YOUR ELIGIBILITY CARD CONCERNING DEPENDENT STATUS, SPOUSE/DOMESTIC PARTNER EMPLOYMENT AND SPOUSE/DOMESTIC PARTNER OR DEPENDENT BENEFITS PROVIDED BY THE EMPLOYER, CAN RESULT IN SUSPENSION OF ALL BENEFITS FOR UP TO ONE YEAR.

Filing Claims Under the Coordination of Benefits Provision

A. Employees of the Yorktown Central Schools

1. If you are a covered member of the YCT Welfare Fund and are eligible for benefits from another dental plan:
 - a. Submit your claim, first to the YCT Welfare Fund office
 - b. After you receive payment from the YCT Welfare Fund, you may submit this claim to the other dental plan under which you are eligible for benefits.
 - c. You will receive any additional benefits which may be due for this claim under the second plan but the total amount you receive for each claim from this Fund and from any other dental plan cannot exceed 100% of allowable expenses.

B. Spouses/Domestic Partners of employees of Yorktown Central Schools

1. If your spouse/domestic partner is a covered dependent under the YCT Welfare Fund and is eligible for benefits from another dental plan:
 - a. Your spouse/domestic partner must submit his/her claim to his/her dental insurance carrier first.
 - b. After this claim is paid by the spouse's/domestic partner's insurance carrier, the claim, accompanied by an itemized breakdown of monies received from the spouse's/domestic partner's insurance carrier, may be submitted to the YCT Welfare Fund for payment.
 - c. Any additional benefits which may be due on any procedure(s) on this claim will be paid by the Fund, but the total amount paid for any procedure on that claim from any dental plan under which your spouse/domestic partner is eligible for and from this Fund, cannot exceed 100% of allowable expenses.
 - d. If the spouse's/domestic partner's plan includes participants or preferred providers, they must be used before any claim can be paid by the YCT Welfare Fund. If the preferred provider contract provides for payment in full, the YCT Welfare Fund will not be liable for any additional charges made by the provider.

C. Children of employees of Yorktown Central Schools

The YCT Welfare Fund follows the "birthday rule" in determining who is the primary insurer for dependent children. The parent whose birthday occurs earlier in the year is deemed to be the primary insurer.

1. If your child is a covered dependent under the YCT Welfare Fund AND is eligible for benefits from another dental plan:

* Submit the claim for the dependent child to the insurer of the parent whose birthday OCCURS EARLIER IN THE YEAR, first.

- a. After you have received initial payment for such a claim, you may submit this claim to the other dental plan under which the child is eligible for benefits.
- b. You will receive any additional benefits which may be due for this claim under the second dental plan, but the total amount you receive for each claim from this Fund and from any other dental plan cannot exceed 100% of allowable expenses.
- c. If other insurance is primary, B, sub d, above, also applies

When to File a Claim

You should file a dental claim for Dental Expense Benefits as soon as you or your covered dependent incurs expenses for which the Dental plan provides benefits, but in no case can you file a claim incurred in one calendar year later than the first ninety (90) days of the following calendar year.

Such claims submitted after the first ninety (90) days of the following calendar year will not be paid.

Credit toward the maximum benefits are determined by the date(s) on which covered procedures were performed, not the date on which a claim is submitted or received in the Fund office. All work performed in a calendar year is credited toward the maximum allowance in that year (except for temporary employees); this is true whether the claim is submitted during the calendar year in which the services were performed or during the first ninety (90) days of the calendar year following the year in which the procedures were performed.

Claims submitted after the first ninety (90) days of the year immediately following the year in which services were rendered receive no credit toward the maximum allowance nor is any payment made on such a claim.

How Dental Benefits Are Obtained

The procedure is simple

1. Obtain a claim form from your YCT building representative or from the Fund office (914-962-7442)
2. Complete the member's portion of the claim form, and attach a copy to the dental bill identifying procedures.
3. Forward the claim form to the Fund office. **DO NOT FILE CLAIMS FOR ONE CALENDAR YEAR LATER THAN THE FIRST NINETY (90) DAYS OF THE FOLLOWING CALENDAR YEAR. SUCH CLAIMS WILL NOT BE PAID.**

How Benefits Are Paid

The procedure is simple.

- * All claims are processed in the YCT Welfare Fund office
- * Benefits are paid directly to the covered employee by the YCT Welfare Fund
- * All benefit checks will be forwarded directly to the covered employee.

Termination of Benefits

Your dental benefits and your dependent's benefits will stop on the earliest of the following dates

- * When and if the dental plan is terminated
- * When you are no longer eligible
- * Your dependent's benefits will terminate when they are no longer eligible dependents

Continuation of Benefits After Retirement or During Leaves

When you retire or if you go on leave, you may keep your Fund coverage in effect, provided you maintain membership in the Yorktown Congress of Teachers and the Welfare Fund. (Fund members, not in YCT bargaining units, can maintain coverage upon similar request and payment of an administrative fee as set by the Trustees). Maintaining your Fund membership requires the following:

You must join and pay the appropriate costs within thirty (30) days of the commencement of your leave or retirement.

- * You must choose one of THREE plans offered:
 1. Individual Fund coverage
 2. Family Fund coverage
 3. Family Medical Premium Reimbursement
- * You may use your incentive to pay for any of the above plans
- * You may not change the Fund plan you have chosen, except: you may change from the full Fund program which covers employee, spouse/domestic partner and dependents to an individual plan in the event of the loss of a spouse/domestic partner due to death or divorce/termination of domestic partnership, or from individual to full in the event of marriage/establishment of domestic partnership.

CONTINUED FUND MEMBERSHIP IS OPEN ONLY TO THOSE WHO LEAVE SERVICE FOR REASONS OF RETIREMENT, LEAVE OR A "COBRA" CONTINUATION OF COVERAGE EVENT

If you decide NOT to continue your Fund coverage upon your retirement or leave, you will not be eligible for dental and/or other Fund coverage in the future.

If you take a leave without continuing your Fund coverage, you will not be eligible for Fund benefits unless you return to covered employment after your leave.

LIST OF COVERED DENTAL PROCEDURES

YCT WELFARE FUND COVERED DENTAL SCHEDULE (effective JULY 1, 2007)

The Fund Administrator has a schedule of Maximum Dental Benefits; please contact Fund Administrator if you wish information about the reimbursement on a procedure.

The trustees believe it is in the best interest of the members to not publish specific rates.

ADA#

Procedure Description

DIAGNOSTIC PROCEDURES

0120	Exam (1X ea.6 mo.)(adult)
0120A	Exam ("")(child)
0130	Emerg. Exam
0210	Complete X-ray (1/ 2 year) series
0220	Indiv. X-ray Periapical-max (4) per year
0330	Panoramic X-ray (1/36 mo.)
7285	Biopsy (req. to send to medical provider first)
0470	Diagnostic Models
9110	Emergency Treatment of pain

PREVENTIVE PROCEDURES

1110(4910)	Prophylaxis(1X/6mo)
1120	"Child "
1201	" Child" to 14 (in any 6 mo.period)
1351	Sealant (per tooth) (Child to 14; per lifetime)

NOTE: ALL ITEMS LISTED ON DENTAL CLAIM FORMS WILL BE SUBJECT TO VERIFICATION WITH DENTIST AND ORTHODONTISTS BY THE FUND

ORAL SURGERY

7110	Simple Extraction
7110A	Simple Ext. child primary
7130	Root removal
7210	Surgical Removal erupted tooth
7220	Soft tissue impaction
7230	Partial bone impaction
7240	Full bone impaction
9220	Gen'l Anesthesia
7310	Alveoplasty
7450	Cyst removal, small
7451	Cyst removal, large
7960	Frenectomy

ADA#**Procedure Description****PERIODONTICS**

4210	Gingivectomy(per quad) (max. 4 quad/yr.)
4220	Gingival Curettage (2X/yr.)
4341	Periodontal Scaling/root planning (4X/year)
4260	Osseous Surgery (per quad/year)
4261	Osseous Graft (per quad/year)
4271	Soft tissue graft
4331	Occlusal Adjust.

RESTORATIONS

2140	Amalgam 1 surf.
2150	2 surf.
2160	3 surf.
2210	Silicate
2330	Composite 1 surf.
2331	2 surf.
2332	3 surf.
2333	4 surf.
2335	Incisal angle
2940	Sedative filling
2610	Porcelain/gold inlay
2910	Re-cement inlay
2951	Pin

CROWNS AND BRIDGES (all crowns only paid once in 8 years)

2710	Acrylic
2750	Porcelain w/metal/onlay
2930	Stainless
2920	Re-cement crown/bridge
2950	Crown buildup
2960	Veneer repair
2980	Crown repair
2954	Cast post/Steel post/ core
2850	Precision attachment
6030	Implant(s)(per tooth) per lifetime/tooth
6055	Implant connecting bar
5862	Precision attach (Hader bar)

PROSTHETICS (All prosthetics replaced only once in 5 years)

5110	Complete upper
5112	Complete lower
5211	
5218	Partial upper/lower dentures
5261	Partial upper/lower w/lingual/palatal bar
6545	Maryland bridge

ADA#

Procedure Description

5610	Denture repair (no teeth)
5620	Replace tooth, broken
5650	Add tooth to partial
5660	Add clasp
5710	
5761	Re-base/reline/partial or full upper or lower (1/year)

ENDODONTICS

3110	Pulp capping
3220	Pulpotomy
3310	Root canal 1 root
3320	2 roots
3330	3 roots
3410	Apicoectomy
3430	Retrograde filling

HARMFUL HABIT CONTROL

8200	Appliance
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NOTE: NO BENEFITS ARE PAYABLE FOR ANY DENTAL EXPENSE NOT LISTED IN THE FOREGOING SCHEDULE

PRESCRIPTION DRUG CO-PAY PLAN

Who Is Covered

Employees and their eligible dependents (as defined on page 5) are covered for the prescription drug co-pay benefit by the Yorktown Congress of Teachers Welfare Fund. If a covered member dies, prescription drug co-pay benefits are continued for (90) days for his/her eligible dependents.

What Benefits Are Paid

The Yorktown Congress of Teachers Welfare Fund pays expenses incurred by the employee for the co-pay for drugs only, up to the annual maximum allowance. (Except in the case where an employee and spouse/domestic partner are both covered employees, the benefit will be double the annual maximum allowance; however, duplicate claims will not be honored).

All drugs must be prescribed by a licensed medical doctor, dentist or osteopathic physician. All prescriptions must be dispensed by a licensed pharmacist.

The Type of Prescriptions Covered Are:

* Drugs which are dispensed by a pharmacist with a prescription. **Drugs not covered by the medical plan(s) will not be reimbursed under this benefit.**

How Benefits Are Obtained

The procedure is simple:

1. Obtain a prescription drug co-pay benefit claim form from your YCT building representative or from the Fund office at 914-962-7442.
2. Attach a photocopy of your drug bill which indicates name of pharmacy, name of patient, date of purchase, prescription number, amount of charge, amount of co-pay and NAME OF THE DRUG prescribed.
3. Submit the completed form for covered prescription drug expenses to the Fund office for processing and payment **NO LATER THAN NINETY (90) DAYS AFTER THE END OF THE CALENDAR YEAR IN WHICH THE EXPENSE WAS INCURRED. SUCH CLAIMS RECEIVED AFTER THE FIRST NINETY (90) DAYS OF THE YEAR WILL NOT BE PAID. SUCH CLAIMS MAY BE SUBMITTED ONLY ONCE PER YEAR.**

Payment of Drug Claims

1. If a covered employee accumulates the maximum allowable benefit in drug claims prior to December 31 of the year of the claim, that employee may submit such a claim to the Fund office for payment at any time in the appropriate calendar year.
2. If a covered employee accumulates the maximum allowable benefit or less by December 31 of the year of the claim, that member may submit such a claim within the **FIRST NINETY DAYS (90) DAYS AFTER THE END OF THE CALENDAR YEAR IN WHICH THESE EXPENSES WERE INCURRED. SUCH CLAIMS RECEIVED AFTER THE FIRST NINETY (90) DAYS WILL NOT BE PAID.**
3. If a covered employee submits a claim for less than the maximum allowable benefit during the calendar year, **NO FURTHER CLAIMS WILL BE HONORED FOR THAT CALENDAR YEAR.** (It is to the employees benefit to wait until they have the maximum reimbursable amount for the calendar year before submitting the claim.)

NOTE: ALL ITEMS LISTED ON DRUG CLAIM FORMS WILL BE SUBJECT TO VERIFICATION WITH PHARMACISTS AND DOCTORS BY THE FUND. Approved drug claims will be paid directly to the member.

It is the **MEMBER'S RESPONSIBILITY** to check on the disposition of a claim if he/she has not been contacted by the Fund either with a payment or with information on why the claim has not been paid, within 60 days of submission of such a claim.

Examples of Drug Co-Pay Payments

1. You accumulated \$70 in drug co-pay charges in a calendar year. You submit a claim in a timely manner. You will be reimbursed \$70.
2. You accumulated \$300 in drug co-pay expenses in a calendar year. You submit your claim in a timely manner. You will be reimbursed \$160.

OPTICAL BENEFIT PLAN

Who is Covered

Employees (as defined on pages 5) are covered for the Optical Benefit Plan by the Yorktown Congress of Teachers Welfare Fund. If a covered member dies, optical benefits are continued for ninety (90) days for his/her eligible dependents.

What Benefits Are Paid

A benefit allowance up to the current maximum allowance is provided each year for each covered employee and/or eligible dependents for services rendered by an optometrist or ophthalmologist of his/her choice towards an eye examination, prescription lenses and/or frames.

Limitations

1. Charges in excess of the current maximum allowances are the responsibility of the member.
2. Charges for eye exams which are reimbursable in whole or part by the medical coverage available to the member, spouse/domestic partner or dependent(s) are the responsibility of the member.
3. Charges for an eye exam occurring more than once in any two year period for each covered member, spouse or eligible dependent are the responsibility of the member.

Exclusions

- 1) Non-prescription sun glasses
- 2) Eye examination charges which are reimbursed through the employee's or dependent's medical plan (see 2. above)

How to Receive the Optical Benefit

The procedure is simple.

1. Obtain an optical claim form from your YCT building representative or from the Fund office at 914-962-7442.

2. Return the completed claim form to the Fund office together with a bill for services indicating: full name of patient receiving services, date of service, type of service rendered and the cost of the service performed.

Note: The Fund will not accept credit card receipts as proper bills as required in (2) above.

3. In no event will an optical claim form be accepted for payment when submitted more than NINETY (90) DAYS AFTER THE CALENDAR YEAR IN WHICH THE EXPENSE WAS INCURRED. SUCH CLAIMS SUBMITTED AFTER THE FIRST NINETY (90) DAYS OF THE YEAR WILL NOT BE PAID

4. Coordination of Benefits with Medical Coverage:

All eye examinations must be FIRST submitted to the employee's or dependent's medical carrier for evaluation. No optical exam claims will be paid unless accompanied by a statement of disposition from the appropriate medical carrier.

The Fund will reimburse any optical examination claims rejected for payment by the medical carrier on the basis of the exam being non-payable because the exam was for procedures not covered by that carrier but appropriately covered by the Fund.

OPTICAL EXAMINATION REIMBURSEMENT BY THE FUND IS NOT PROVIDED FOR MEDICAL PROCEDURES AND DIAGNOSES; IT IS SPECIFICALLY FOR THE PURPOSE OF REIMBURSEMENT FOR ROUTINE EXAMINATIONS OF VISUAL ACUITY

NOTE: ALL ITEMS ON OPTICAL CLAIM FORMS WILL BE SUBJECT TO VERIFICATION WITH OPTOMETRISTS AND OPHTHALMOLOGISTS BY THE FUND.

APPROVED OPTICAL CLAIMS WILL BE PAID DIRECTLY TO THE MEMBER.

It is the MEMBER'S RESPONSIBILITY to check on the disposition of a claim if he/she has not been contacted by the FUND either with a payment or information on why the claim has not been paid, within 60 days of submission of such a claim.

OFFICE VISIT CO-PAY

Who Is Covered

Employees (as defined on page 5) are covered for the Office Visit Co-Pay Benefit plan by the Yorktown Congress of Teachers Welfare Fund. If a covered member dies, the office visit co-pay benefits are continued for ninety (90) days for his/her eligible dependents.

What Benefits Are Paid

A benefit allowance up to the current maximum allowance is provided for each covered employee and/or eligible dependents provided by a licensed medical doctor.

Limitations

Charges in excess of the current maximum allowances are the responsibility of the member.

How To Receive The Office Visit Co-Pay Benefit

The procedure is simple.

- 1.** To receive your office visit co-pay benefit reimbursement incurred by you as a member or eligible dependent, you must submit a copy of your EOB from your insurance company showing your co-pays OR submit receipts from the doctor's office, that have the doctor's name and/or group printed on it, as well as the name of the patient, date of service and amount of the co-pay paid. Generic receipts will not be accepted.
- 2.** In no event will an Office Visit Co-Pay claim form be accepted for a payment when submitted more than NINETY (90) DAYS AFTER THE CALENDAR YEAR IN WHICH THE EXPENSE WAS INCURRED. SUCH CLAIMS SUBMITTED AFTER THE FIRST NINETY (90) DAYS OF THE YEAR WILL NOT BE PAID.

PLEASE NOTE: The Fund will not accept credit card receipts as proper bills as required in (1) above.

All benefit checks will be forwarded directly to the member.

It is the MEMBER'S RESPONSIBILITY to check on the disposition of a claim if he/she has not been contacted by the FUND either with a payment for the claim or with information on why the claim has not been paid, within 60 days of submission of such a claim.

HEARING AID BENEFIT PLAN

Who Is Covered

Employees (as defined on page 5) are covered for the Hearing Aid Benefit plan by the Yorktown Congress of Teachers Welfare Fund. If a covered member dies, the hearing aid benefit is continued for ninety (90) days for his/her eligible dependents.

What Benefits Are Paid

A benefit allowance up to the current maximum allowance is provided for each covered employee for the purchase of a hearing aid for use by the covered employee. This benefit may be used only once in any 5 year period.

Limitations

Charges in excess of the current maximum allowances are the responsibility of the member.

How to Receive the Hearing Aid Benefit

The procedure is simple.

1) Obtain a hearing aid claim form from your YCT building representative or from the Fund office at 914-962-7442.

2) Return the completed claim form together with a bill for services indicating: full name of patient receiving service, date of service, type of service and/or implement received and the cost of the services received.

NOTE: THE FUND WILL NOT ACCEPT CREDIT CARD RECEIPTS AS PROPER BILLS AS REQUIRED IN (2) ABOVE.

3) In no event will a Hearing Aid Benefit claim be accepted for processing and payment when submitted more than NINETY (90) DAYS AFTER THE CALENDAR YEAR IN WHICH THE EXPENSE WAS INCURRED. SUCH CLAIMS SUBMITTED AFTER THE FIRST NINETY (90) DAYS OF THE YEAR WILL NOT BE PAID.

NOTE: ALL ITEMS LISTED ON A HEARING AID CLAIM WILL BE SUBJECT TO VERIFICATION WITH DOCTORS OR SERVICE PROVIDERS BY THE FUND.

All benefit checks will be forwarded directly to the member.

RETIREE MEDICAL PREMIUM REIMBURSEMENT PLAN

This benefit plan differs from our other plans, in that, it is based on a one-time contribution made by the Board of Education to the fund on behalf of a retiring employee. The amount of money is based on the contribution deposited with the fund and the interest earned (as determined by the trustees.) Therefore, this benefit will eventually cease, upon the exhaustion of the principle and interest, as reflected on your annual statement.

THE CONTRIBUTION BY THE BOARD FOR THIS BENEFIT IS MADE ON BEHALF OF THE RETIREE AND PROVISION FOR THIS BENEFIT BY THE FUND IS FOR THE REIMBURSEMENT OF MEDICAL PREMIUMS INCURRED BY THE COVERED RETIREE. THIS BENEFIT IS TRANSFERABLE UPON DEATH TO THE SPOUSE/DOMESTIC PARTNER OF THE RETIREE.

Who is Covered

Eligible retired employees are covered for the Retiree Medical Premium Reimbursement Plan by the Yorktown Congress of Teachers Welfare Fund.

Coverage is provided to retired eligible employees for whom appropriate contributions are made by the Board of Education on their behalf to the Yorktown Congress of Teachers Welfare Fund. Such appropriate contributions are determined by negotiated agreements between Yorktown Congress of Teachers and the Board of Education of Yorktown Central Schools.

What Benefits Are Paid

The Yorktown Congress of Teachers Welfare Fund will pay up to 100% of the expenses incurred by an eligible retired employee for PREMIUM costs for medical/health insurance and or trustee designated programs.

This benefit is transferable to spouse/domestic partner and will cease upon either:

1. the death of the member; and surviving spouse/domestic partner
2. the exhaustion of the contribution plus accrued interest.

Exclusions

No reimbursement will be made for any medical premium costs incurred prior to the member's retirement date

NOTE: THE RETIREE MEDICAL PREMIUM REIMBURSEMENT PLAN BENEFIT MAY BE SUBMITTED TO THE FUND FOR PAYMENT ONLY ONCE PER YEAR, AFTER THE FINAL QUARTERLY BILLING BY THE BOARD OF EDUCATION, OR OTHER INSURER.

How to Receive the Retiree Medical Premium Reimbursement Benefit

The procedure is simple.

1) Obtain a medical premium expense claim form from the Fund office by writing the Fund or calling 914-962-7442

2) Return the completed claim form to the Fund office together with appropriate bills indicating expenses for which you were responsible. The bill or appropriate documentation should indicate: name of retired employee, date(s) of billing, type of service being billed, cost paid by retiree.

a. Bills for the calendar year of billing may be submitted to the Fund for payment within NINETY (90) DAYS AFTER THE CALENDAR YEAR IN WHICH THE EXPENSE WAS INCURRED. SUCH CLAIMS SUBMITTED AFTER THE FIRST NINETY (90) DAYS OF THE YEAR WILL NOT BE PAID

All benefit checks will be sent directly to the member.

It is the MEMBER'S RESPONSIBILITY to check on the disposition of a claim if he/she has not been contacted by the FUND either with a payment for the claim or with information on why the claim has not been paid, within 60 days of submission of such a claim.

RETIREE WELFARE FUND COVERAGE

This plan is similar to the Medical Premium Reimbursement Plan, in that, it is open ONLY TO RETIREES who retired under contract Article XXVII, the RETIREMENT INCENTIVE.

As in the Premium Reimbursement Plan, this requires that the Board of Education place an amount, determined by contract, into the Welfare Fund on your behalf. You may choose either individual or family coverage through the Fund. In this plan, the contributed monies plus accrued interest (as determined by the trustees) will be used to provide payment of the costs of premiums for Welfare Fund coverage.

The amount of those costs are determined by collective negotiations and will be equal to the level of Board contribution agreed to in collective bargaining agreement for teachers.

This benefit is transferable to spouse/domestic partner and will cease upon either:

1. the death of the member; and surviving spouse/domestic partner.

2. the exhaustion of the contribution plus accrued interest.

For both the Medical Premium Reimbursement Plan and the Welfare Fund Coverage Plan, you must maintain your membership in the YCT.

MEDICAL DEDUCTIBLE REIMBURSEMENT BENEFIT PLAN

Who is Covered

Employees are covered for the Medical Deductible Reimbursement Benefit Plan by the Yorktown Congress of Teachers Welfare Fund. If a covered member dies, the medical deductible reimbursement benefits are continued for ninety (90) days for

his/her eligible dependents.

What Benefits Are Paid

A benefit allowance up to the current maximum allowance is provided each year for each covered employee and/or eligible dependents for reimbursement of the deductible portion of the member's medical plan.

Limitations

Charges in excess of the current maximum allowances are the responsibility of the member.

Exclusions

Medical deductible charges incurred by a dependent, which are reimbursed through the dependent's plan prior to submission to the YCT Welfare Fund for payment.

How to Receive the Medical Deductible Reimbursement Benefit

1. Obtain a medical deductible claim form from your YCT building representative or from the Fund office at 914-962-7442.
2. Fill out the claim form and attach to it the appropriate statement from your medical insurance carrier indicating that you and/or your dependents have partially or fully met your medical deductible. Such a statement should indicate the name of the member, the date(s) of service credited toward the deductible, the year in which the deductible is credited and the amount of the deductible being credited.
3. Submit the completed claim form and evidence of medical deductible expenses to the Fund office for processing and payment **NO LATER THAN NINETY (90) DAYS AFTER THE END OF THE CALENDAR YEAR IN WHICH THE EXPENSE WAS INCURRED. SUCH CLAIMS RECEIVED AFTER THE FIRST NINETY DAYS OF THE CALENDAR YEAR WILL NOT BE PAID.**

LEGAL SERVICES BENEFIT PLAN

This program provided by the YCT Welfare Fund through the Westchester Putnam Teachers Legal Services Fund, utilizes a panel law firm with experienced attorneys in various legal categories. The plan provides a comprehensive program of legal benefits in a wide variety of areas, including, but not limited to:

Legal Defense, Legal Separation, Uncontested Divorce, Annulments, Adoptions, Bankruptcy, , Change of Name, Homeowners Rights, General Legal Consultations, Wills, Living Wills, Arraignment, Personal Injury, Probate and Estate Administration, Consumer Rights & Planning for the Elderly.

For specific information on eligibility and the benefits provided, please refer to the separate Westchester Putnam Teachers Legal Services booklet provided to all YCT Welfare Fund members.

How to Receive the Benefit

The procedure is simple.

1. Call the YCT office at 914-962-7442 to make an appointment with an attorney.
2. Come to the YCT office at the time of your appointment to meet with an attorney. The times when an attorney will be in the office are announced in the buildings well in advance of the date of meeting.
3. Should you need to contact an attorney before or after a scheduled appointment time, simply call the Fund office to request the phone number of the law offices.

All meetings with attorneys are strictly confidential.

GENERAL QUESTIONS CONCERNING THE FUND

What is the Fund?

The Yorktown Congress of Teachers Welfare Fund is a legal entity separate and distinct from the Union, the Yorktown Congress of Teachers, and was established as a result of collective bargaining between the Union and the Yorktown Central Schools, Yorktown Heights, NY. Contributions to the Fund are predicated on amounts stipulated in the collective bargaining agreements of the groups of employees covered by the Fund, and by certain other written agreements between the Union and the school district.

How Does the Fund Obtain Money to Operate Its Plan of Benefits?

As indicated above, the source of contributions to the Fund on behalf of active employees is the employer, the Board of Education of the Yorktown Central Schools. In addition, contributions to the Fund may be made by eligible individuals who are retired or on leaves of absence. There is no requirement that active employees contribute to the Fund in order to be eligible for the benefits it provides.

What Can the Fund Do with the Monies it Receives?

In accordance with the Agreement and Declaration of Trust and various governing agreements, the contributions to the YCT Welfare Fund are used to provide benefits for covered employees and their eligible dependents and to finance the cost of administration.

What Expenses Does the Fund Have?

The major expense of the Fund is the payment of benefits to members and dependents. This accounts for approximately 85% of expenses. Administrative expenses account for the remainder of Fund expenses and include: monies for reserve, clerical costs, equipment and supplies, legal counsel, accountant expenses and consultant expenses.

Who is Responsible for the Fund's Operation?

The Fund is governed by seven (7) trustees, all of whom are designated by the Yorktown Congress of Teachers in accordance with the Agreement and Declaration

of Trust by which the Fund was created. The current members of the Board of Trustees and their principal business addresses are listed in the front of this booklet. They may be contacted there or at the Fund offices at 2729 Crompond Road, Building(B), Yorktown Heights, NY 10598 or by calling the Fund at 914-962-7442.

The Board of Trustees is responsible for the daily functioning of the Fund.

How Do I Receive Benefits?

This booklet describes how claims should be presented for benefits and the eligibility requirements for those benefits. Each benefit category is treated in a separate section of this booklet. Each category can be found by consulting the Table of Contents in the front of this booklet. If you have questions concerning benefits after reading this booklet, please feel free to call the Fund office at 914-962-7442.

If I Disagree with the Payment of a Claim, Can I Appeal?

Decisions of the Fund are subject to appeal, in writing, to the Board of Trustees. The entire appeals procedure is included within this booklet. During any appeal, the Trustees advise you to submit any additional data, from a professional practitioner involved, which may help support your appeal.

Service of legal process may be made upon any one of the trustees listed in the front of this booklet.

Must I Use Certain Doctors, etc. in Order to Receive Benefits?

The YCT Welfare Fund does not require you (member) to use any particular provider of health or welfare services in order to receive full primary benefits. You are free to choose and use the practitioner of your choice.

Is Financial Review of the Fund Available?

The YCT Welfare Fund is subject to an annual audit by an independent outside auditor. The annual audit is available for inspection at the Fund office during normal business hours. The fiscal year of the Fund is July 1-June 30.

What Laws Govern the Fund?

In addition to the Agreement and Declaration of Trust and other Agreements governing the operation of the Fund, the Fund is also subject to a large body of statutory law designed to protect the beneficiaries of the Fund. Under this body of law and under various agreements, the Fund is mandated to submit its books to audit by certified public accountants. Such audits are available for inspection by the union. By collective bargaining agreement, a copy of the annual audit is forwarded to the Board of Education annually.

