



NORTHEAST CARPENTERS
FUNDS

HEALTH FUND

Summary Plan Description

April 2022

SUMMARY PLAN DESCRIPTION

Northeast Carpenters Health Fund

As in Effect April 1, 2022

**Established Pursuant to the Collective Bargaining Agreement
Between the Eastern Atlantic States Regional Council of Carpenters and the
Eastern Millwright Regional Council of the United Brotherhood of
Carpenters and Joiners of America
and the Associated Construction Contractors of New Jersey and their
affiliates, the Northeast Millwright Association, the Drywall & Interior
Systems Contractors Association, Inc. of New Jersey, and the Construction
Contractors Labor Employers**

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INTRODUCTION

This section of the booklet is your summary plan description (“SPD”) for the Health Plan offered by the Northeast Carpenters Health Fund as amended through April 1, 2022 (the “Plan”). The SPD also constitutes the plan document for the Plan. It applies to you on and after April 1, 2022.

The following section of the booklet describes your rights and benefits under the Plan in plain, everyday language. Specifically, this booklet provides general information about the Plan and outline the type and amount of the benefits provided by the Plan. Included as appendices to this booklet are the benefits provided through the Fund’s agreements with Independence Administrators, Express Scripts, Cigna Dental, and Davis Vision, each of which contain more detailed information about your benefits.

We encourage you to read this booklet carefully and share it with your family. If you have any questions about the Plan, please contact the Fund Office. For more information about the Plan, please contact:

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ELIGIBILITY REQUIREMENTS

Participation

For purposes of this SPD, individuals working under the Collective Bargaining

Agreement for commercial work set forth in the Collective Bargaining Agreement between the Eastern Atlantic States Regional Council of Carpenters and Eastern Millwright Regional Council of the United Brotherhood of Carpenters and Joiners of America (the “**Union**”) and the Associated Construction Contractors of New Jersey and their affiliates, the Northeast Millwright Association, the Drywall & Interior Systems Contractors Association, Inc. of New Jersey (the “**Commercial CBA**”) are “**NJ Commercial Carpenters**” and individuals working under a Collective Bargaining Agreement between the Union and any employer with a contribution rate which is less than the rate set forth in the Commercial CBA, including but not limited to cabinetmakers, assemblers, laminators, utility workers and/or warehouseman working under shop/industrial contracts between employers and Local Union 252 or who are working in-house for New Jersey casinos who have collective bargaining agreements with the Union are “**NJ Shop/Casino Carpenters.**”

Different hours requirements apply to earn coverage under the Plan depending on whether you are a NJ Commercial Carpenter or a NJ Shop/Casino Carpenter. When you earn coverage under the Plan based upon your work in Covered Employment and/or any Credited Hours, you are considered an “**Active Covered Participant.**”

If you are receiving coverage under this Plan through COBRA, you are a participant in this plan but are not an Active Covered Participant.

Eligible Class

For purposes of this SPD “**Eligible Class**” means those persons are available for work in **Covered Employment** which means you are

ready, willing, and able to work at Covered Employment; or, are seeking work in Covered Employment.

Covered Employment is any type of work in the carpentry or related trade – within our geographic area – for which an Employer is required to make contributions (including contributions under a reciprocal agreement from another geographic area) for your work to the Northeast Carpenters Health Fund. Covered Employment also includes work as an employee of an employer which is required to contribute to the Plan under a participation agreement or work for the Fund Office.

Once you become eligible to receive benefits, and are covered by the Plan as an Active Covered Participant, to retain eligibility for benefits you must be continuously in the Eligible Class and have the required number of Credited Hours in the Qualifying Work Period corresponding to the Benefit Period.

Initial Eligibility for NJ Commercial Carpenters

If you are a NJ Commercial Carpenter, to become initially eligible for benefits, you must be in the **Eligible Class** and either have 600 or more Credited Hours in a consecutive 6 calendar month period or 1,200 or more Credited Hours in a consecutive 12 calendar month period. You become an Active Covered Participant by the first day of the second month following the month in which you meet the initial eligibility requirements for the balance of the then-current Benefit Period. (Benefit Periods are described below.)

For example, if you start working full-time in Covered Employment on March 1, 2022 and you obtain your 600th Credited Hour on July

10, 2022, you become an Active Covered Participant by September 1, 2022.

Continuing Eligibility for NJ Commercial Carpenters

If you are a NJ Commercial Carpenter, to continue to receive benefits as an Active Covered Participant at the beginning of any Benefit Period, you must be in the Eligible Class and have a Qualifying Work Period, as follows:

FOR LEVEL II COVERAGE

- 600 hours or more within a six-month Work Period
 - January 1 through June 30
 - July 1 through December 31

OR

- 1,200 hours or more within a 12-month Work Period
 - January 1 through December 31
 - July 1 through June 30

FOR LEVEL I COVERAGE

The same qualifying work and coverage periods above apply; however, the hours requirement is and coverage periods above is **450** hours within the 6-month work periods identified above or **900** hours within the 12-month work-periods identified above.

Initial Eligibility for NJ Shop/Casino Carpenters

In order for NJ Shop/Casino Carpenters to become initially eligible for benefits as NJ Shop/Casino Carpenter, you must be in the Eligible Class and either have 850 or more Credited Hours in the consecutive 6 calendar month period or have 1,700 or more Credited

Hours in the consecutive 12 calendar month period. You become an Active Covered Participant by the first day of the second month following the month in which you meet the initial eligibility requirements for the balance of that Benefit Period. (Benefit Periods are described below.)

For example, if you start working full-time in Covered Employment on February 1, 2022 and you obtain your 850th Credited Hour on July 10, 2022, you become an Active Covered Participant by September 1, 2022.

Continuing Eligibility for NJ Shop/Casino Carpenters

If you are a NJ Shop/Casino Carpenter, to continue to receive benefits as an Active Covered Participant from the Plan at the beginning of any Benefit Period, you must be in the eligible class and have a Qualifying Work Period, as follows:

FOR LEVEL II COVERAGE

- 850 hours or more within a six-month Work Period
 - January 1 through June 30
 - July 1 through December 31

OR

- 1,700 hours or more within a 12-month Work Period
 - January 1 through December 31
 - July 1 through June 30

FOR LEVEL I COVERAGE

The same qualifying work and coverage periods above apply; however, the hours requirement is and coverage periods above is **650** hours within the six-month work periods

identified above or **1,300** hours within the 12 months work periods identified above.

Self-Pay Option

NJ COMMERCIAL CARPENTERS:

If you are a NJ Commercial Carpenter, you may self-pay up to 150 hours to satisfy the 6-month eligibility requirement of 600 hours or 300 hours to satisfy the 12-month eligibility requirement of 1,200 hours requirement to buy up to Level II coverage provided you had a level of coverage or COBRA coverage in the Benefit Period immediately preceding the Benefit Period in which you wish to buy up to Level II coverage. You may not self-pay for two consecutive benefit periods and, in addition, you may only self-pay for a total of five benefit periods in your entire career in Covered Employment.

NJ SHOP/CASINO CARPENTERS:

If you are a NJ Shop/Casino Carpenter, you may self-pay up to 200 hours to satisfy the 6-month eligibility requirement of 850 hours or 400 hours to satisfy the 12-month eligibility requirement of 1,700 hours to purchase Level II coverage provided you had a level of coverage or COBRA coverage in the Benefit Period immediately preceding the Benefit Period in which you wish to buy up to Level II coverage. You may not self-pay for two consecutive benefit periods and, in addition, you may only self-pay for a total of five benefit periods in your entire career in Covered Employment.

Eligibility for Fund Office Employees and Employees Participating under a Participation Agreement

For Fund Office Employees, the Fund Office Employee Handbook sets the terms for initial and ongoing eligibility for benefits under this

Plan. For employees participating in the Fund pursuant to a participation agreement between the Fund and their employer, the applicable participation agreement sets the terms for initial and continuing eligibility for benefits under this Plan.

Eligibility for Owner/Employees

Owners of corporate or LLC business entities, relatives of such owners, technical office staff (i.e. estimators, project managers) and company men/women are eligible for coverage only if: (1) they pay contributions to the Fund based upon the **greater** of (a) \$60,000 of gross wages as an employee or 1,800 hours of service as a SHOP employee, or (b) the individual's actual annual gross wages or annual hours of service; (2) the required contributions are submitted timely on a monthly basis; (3) the corporate or LLC business entity employs Union carpenters; and (3) all employees for whom contributions are submitted are dues paying members in good standing.

The above provision does not provide eligibility to any individuals who are proprietors, partners, or self-employed persons (i.e. owners of non-corporate or non-LLC business entities) nor to any employees who are (1) eligible or covered under any health plan sponsored by another United Brotherhood of Carpenters local; or (2) represented by a United Brotherhood of Carpenters local or Regional Council affiliated with one of the health funds with which the Northeast Carpenters Health Fund maintains a reciprocal agreement.

Suspension for Inactive Employment

If you have no Credited Hours (not including self-pay hours) for a six-month period, your coverage will be suspended. You will receive a letter notifying you of the impending

suspension of your coverage. If contributions are received or paystubs are provided showing proof of work in Covered Employment, your coverage will not be suspended. If your coverage is suspended and you later return to work in Covered Employment and have otherwise met the eligibility conditions set forth in this SPD, your coverage will be reinstated.

Benefit Periods

Once you accumulate the required number of Credited Hours in a six-month Work Period (as defined above), you have a Qualifying Work Period, and you are covered under the Plan for a six-month Benefit Period, as long as you continue to be available for work in Covered Employment. Your Benefit Period is determined by your Qualifying Work Period as shown on the following chart.

If your Qualifying Work Period ends...	Then your Benefit Period will be...
June 30	October 1 through March 31
December 31	April 1 through September 30

Note: For continuing eligibility, there is a three-month lag period after the end of the Work Period before benefits begin. This lag period allows the Fund Office the time needed to collect and process Employer contributions.

Credited Hours

Credited Hours are used to determine your regular eligibility to receive benefits under

the Plan. Credited Hours are described below.

Payment Hours

Payment Hours, also called “Contribution Hours” are hours you worked for which Employer contributions are made to the Plan for your work. Because these are based on paid hours, double time contributions count as 2 hours and time and one-half contributions count as 1.5 hours.

Delinquent Hours

Delinquent Hours are hours you worked for which Employer contributions are due, but which have not been paid (through no fault of yours) to the Plan for your work by the delinquent Employer. Your pay stub(s) must be returned to receive credit

School hours for Apprentices

If you are enrolled in the program and regularly attend the training school operated under the Northeast Carpenters Apprenticeship Fund, you will be credited with up to 40 hours per week that you are attending school. Once you become eligible for your initial benefit coverage by having the required number of Credited Hours, and are in the Eligible Class, you and your eligible family members receive the same health care coverage as an eligible Active Covered Participant.

Credited Hours for Weekly Disability or Workers Compensation

If you are an Active Covered Participant, the Plan will give you Credited Hours of 30 hours

per week for NJ Commercial Carpenters and 33 hours per week for NJ Shop/Casino Carpenters, up to a maximum of 52 weeks per episode of care, for any week in the 12-month Benefit Period in which you are receiving Temporary Disability Benefits through the State of New Jersey or Workers’ Compensation benefits. These credited hours may be used only for coverage in the Benefit Period immediately following the 12-month Benefit Period in which you earned the Credited Hours. For the Credited Hours benefit, the Fund Office requires proof of your receipt of state disability benefits or workers compensation benefits by the end of the 12-month Benefit Period in which you received them. If you are deemed permanently disabled by the Social Security Administration, your temporary disability/workers compensation credited hours will cease as of the effective date of your SSA disability award.

Family and Medical Leave of Absence

Under the Family and Medical Leave Act (FMLA) of 1993 you may take an unpaid leave of absence for up to 12 weeks, during which your medical benefit coverage under this Plan will continue.

You must contact your employer and establish your right to family or medical leave. If you are granted such leave, your employer should continue to list you on monthly reports that accompany the employer’s contributions during family and medical leave. The employees who are on leave will be so designated on the report form. You may be obligated to reimburse your employer for contributions paid in the event that you do not return to work with the contributing employer from family or medical leave.

The Plan will only continue coverage if your employer actually pays contributions. You will otherwise receive notice of your COBRA self-payment rights and be responsible for self-payment. You may have a right to reimbursement if your employer fails to pay contributions required by FMLA.

If you are Active Covered Participant, eligible for benefit coverage, and FMLA leave is granted to you by an employer who is subject to the FMLA, you will receive Credited Hours for the time you are on FMLA leave provided you send notice to the Fund and documentation from your employer confirming your FMLA leave.

Qualified Military Service

If you are an Active Covered Participant, your health benefits will continue for 30 days after you enter military service under the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994. You may be required to pay for your coverage if your military service exceeds 31 days. After 30 days, the Plan will offer you and your qualified eligible family members continuous health care benefit coverage for up to 24 months, similar to COBRA, if you are absent from Covered Employment due to military service. Prior to military leave, you should notify the Fund Office to establish Credited Hours for the time you will not work.

You will be eligible for coverage immediately upon your return to Covered Employment in the trade, even if you choose not to continue coverage during your leave. Your return to Covered Employment must be within one year of release or discharge from military service.

The Uniformed Services Employment and Reemployment Rights Act of 1994 [38 U.S.C. §§4301-4333] ("USERRA") became effective on October 13, 1994. USERRA is a complete overhaul of the Veterans' Reemployment Rights Act [prior 38 U.S.C. §4321-4327], with significant expansions and clarifications of the rights of employees returning from military service to the employee benefits offered by the Plan. USERRA covers service involving the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness to perform any such duty.

If military leave is less than 31 days, you are not required to pay for coverage. This reflects the fact that the CHAMPUS program is only open to military persons called to duty for at least 31 days. The last contributing employer for whom you worked before military service is responsible for the costs of the continued coverage. If that employer is not collectible, the Plan will still provide coverage for 31 days without charge. If your military service extends over 31 days and you and/or your Eligible family members elect to continue their health coverage under USERRA, you must pay 102% of the full premium for the coverage elected in the same manner as the COBRA continuation coverage formula.

USERRA gives employees in military service (for less than five (5) years) the right to elect continuation coverage for health benefits by self-payment under rules similar to COBRA continuation coverage. USERRA provides for continuing health care coverage

to an employee (and Eligible family members) where:

- they were participants in the plan immediately prior to the uniformed leave of absence, and,
- the employee's absence was due to covered military service.

The maximum length of required continuation coverage is the lesser of:

- 18 months beginning on the day that the military service leave commences, or
- a period ending on the day after the employee fails to return to employment within the time allowed by USERRA.

An employee who returns to work from military service (of less than five (5) years) on a timely basis is reinstated and credited with seniority and any benefits determined by seniority based on his period of contributory service and military service. For benefits not based on seniority, a participant in military service (for less than five (5) years) is treated in the same fashion as an employee on furlough or leave of absence. This Plan does not provide any benefits during a furlough or leave of absence except COBRA Continuation Coverage.

Your Eligible Family Members

If you are an Active Covered Participant eligible for benefits under the Plan, your eligible family members are also covered for the same benefits as you, with limitations. Eligible family members include:

- The spouse to whom you are legally married or a Retired Covered Participant, subject to the Working Spouse rule set forth in this SPD.

- Your children (your natural child, stepchild or legally adopted child) who are not yet age 26,
- A child covered by a Qualified Medical Child Support Order.

If you pass away while you have a level of coverage in this Plan, your eligible family members are entitled to continue coverage until the end of the month that is 9 months from the date of your death.

Working Spouse Rule

Your spouse is required to enroll in any group health plan offering medical and prescription drug benefits made available to him or her by their employer. This requirement shall not apply to any spouse who does not work, is self-employed, is required by his or her employer to pay 100% of the cost of coverage, or where the cost of coverage exceeds the Affordable Care Act's threshold for affordability. Any spouse who is eligible for employer-sponsored medical or prescription drug coverage but fails to enroll during an applicable open-enrollment period must enroll at the next available enrollment period. A spouse who is not enrolled in employer-sponsored coverage will be required to complete a verification each year that confirms he or she meets one of the conditions above for exemption.

Coverage for Eligible Children

Benefit coverage for children will generally stop as of the first of the month following the date on which they turn age 26.

Qualified Medical Child Support Order (QMCSO)

The Plan will pay benefits in compliance with a court-issued Qualified Medical Child Support Order (QMCSO) that meets Plan and all other ERISA standards. The Plan will treat a medical support order as a claim for benefits under the Plan and issue a letter acknowledging that the order is “qualified” (so as to entitle the child to benefits) or that it is “not qualified” and will not be accepted by the Plan. Any party to the order can appeal the Plan’s determination under the procedures for appeal of a benefit denial.

Annual Enrollment/COB Form Required

Participants must complete an Annual Enrollment Form for all eligible family members to be covered for the period of one year, prior to the onset of the April Benefit Period.

Your eligible family members will be able to extend their benefit coverage through COBRA if they apply within 60 days of the date their benefit coverage terminates.

NEWBORNS AND MOTHERS HEALTH PROTECTION ACT OF 1996

The Plan may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, the law generally does not prohibit the mother’s or newborn’s attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours if applicable). In any case, the Plan may not, under federal law, require that a provider obtain authorization from the

Plan or the insurer for prescribing a length of stay less than 48 or 96 hours.

WOMEN’S HEALTH AND CANCER RIGHTS ACT OF 1998

The Plan covers the following medical services in connection with a mastectomy:

- All stages of reconstruction of the breast on which the mastectomy has been performed,
- Surgery and reconstruction of the other breast to produce a symmetrical appearance, and
- Prostheses and treatment of physical complications in all stages of mastectomy, including lymph edemas.

The Plan covers these services for eligible women in a manner determined in consultation with the attending physician and the patient through Independence Administrators. There are no deductibles, co-payment, or co-insurance limitations applicable to this coverage.

PREVENTIVE CARE

The PPACA requires the Plan provide coverage of certain services and prescription drugs at 100%. For any services or prescription drugs that meet the PPACA’s definition of “Preventive Care” you will not be responsible for any deductible or coinsurance.

HEALTH BENEFITS

Active Covered Participants and Their Eligible Family Members

As an Active Covered Participant, you and your eligible family members are covered for health care benefits which vary depending on whether you are eligible for Level I or Level II coverage. The list of the benefits for which you are eligible at each level of coverage are set forth in the chart herein. If you are a COBRA enrollee, you are eligible for the same health benefits as Active Covered Participants and their eligible family members.

Health Benefit Coverage for Active Covered Participants	
If you are Eligible for...	Your Coverage will be...
Level II	BlueCard PPO 90/10 medical coverage; ESI prescription drug coverage; Mental Health Consultants mental health and substance use disorder benefits; Cigna Dental benefits; Davis Vision benefits; OneDrop Diabetes Care

Health Benefit Coverage for Active Covered Participants	
If you are Eligible for...	Your Coverage will be...
Level I	BlueCard PPO 70/30 medical coverage; ESI prescription drug coverage; Mental Health Consultants mental health and substance use disorder benefits; OneDrop Diabetes Care

Important Terms

For purposes of all of the Plan's benefits, you should familiarize yourself with the below terms and their meanings:

COINSURANCE is your share of the costs of eligible medical expenses covered by the Plan. For example, with the Plan's 90/10 coinsurance plan, the Plan pays 90% of covered eligible medical expense charges and you pay 10%.

A DEDUCTIBLE is the amount you are required to pay before the Plan begins to pay for eligible medical expenses covered by the Plan.

OUT-OF-POCKET MAXIMUM is the maximum amount you are required to pay out-of-pocket for eligible medical expenses covered by the Plan. Once you hit your out-of-pocket maximum, the Plan will pay 100% of the eligible medical expenses covered by the Plan. In other words, your coinsurance is 0% for eligible medical expenses covered by

the Plan once you satisfy the Plan's out-of-pocket maximum.

This Plan maintains an out-of-pocket maximum separately for medical benefits through IA and MHC (i.e. Blue Card PPO coverage), and prescription drug benefits through ESI. The combined out-of-pocket maximum will not exceed the maximum limit required by federal law.

Network Providers

Network providers are providers who will accept the Plan's allowance as payment-in-full for their services. These providers are called "network providers" or "preferred providers" because they have contracted with the Fund for a negotiated fee for their services, and will not balance-bill you after the services are performed. The Plan will provide a separate listing of these network providers upon your request at no charge. For medical benefits through Independence Administrators you can view the listing on the internet at <https://www.ibxtpa.com/login>. For supplemental mental health and substance use disorder benefits through Mental Health Consultants, you can view the listing on the internet at <http://www.mhconsultants.com/>. Please note that for dental and vision benefits, CIGNA and Davis Vision also have network providers.

Payment of a claim by the Plan will normally be made to the health care provider. Payment of a claim will be made to you only when you or your health care provider submits a paid receipt to the Fund Office for covered services. You may refer to the booklets at the end of this section for detailed information regarding your total health care coverage.

Out-of-Pocket Maximums

Out-of-Pocket Limits*** For 4/1/22 – 3/31/23 Benefit Year			
Level II Coverage			
		In-Network	Out-of-Network
Independence Administrator ("IA")/Mental Health Consultants ("MHC") Benefits	Individual	\$1,000	n/a
	Family	\$2,000	n/a
Prescription Drugs	Individual	\$7,700	n/a
	Family	\$15,400	n/a
Level I Coverage			
		In-Network	Out-of-Network
Independence Administrator ("IA")/Mental Health Consultants ("MHC") Benefits	Individual	\$2,000	n/a
	Family	\$4,000	n/a
Prescription Drugs	Individual	\$6,700	n/a
	Family	\$13,400	n/a

*****THE OUT-OF-POCKET MAXIMUM EACH BENEFIT YEAR WILL AUTOMATICALLY UPDATE TO THE COMBINED MAXIMUM LIMIT REQUIRED BY FEDERAL LAW. UNLESS OTHERWISE SPECIFIED, THE INCREASE IN ANY SUCH LIMIT WILL BE ADDED TO THE OUT-OF-POCKET MAXIMUM FOR PRESCRIPTION DRUGS SET FORTH IN THE CHART ABOVE.**

Medical Benefits

Blue Card PPO

Medical coverage is administered by Independence Administrators who processes claims and handles administrative services for the medical, surgical, hospitalization and certain other Plan benefits. The benefits are not insured, as the Plan pays Independence Administrators for the cost of all benefits paid on a monthly basis. You should use your Independence Administrators card for these benefits. The BlueCare PPO benefit booklet can be found on the Plan's website at NCF.CARPENTERS.FUND and contains specific details regarding the Plan's medical benefits including, but not limited to inpatient hospital services, outpatient services, and medical/surgical covered services.

You may contact Independence Administrators directly, if necessary, at (833) 242-3330.

You can also go to the Independence Administrators website on line at <https://www.ibxtpa.com/login>.

Cost-Sharing Provisions for Blue Card PPO Coverage

Level II Coverage is a 90/10 Plan which generally means that the Plan pays 90% of covered eligible medical expenses and you pay 10%. For the benefit year beginning April 1, 2022, Level II coverage has an out-of-pocket maximum of \$1,000 per individual/\$2,000 per family and an out-of-network deductible of \$200.

Level 1 Coverage is a 70/30 Plan which generally means that the Plan pays 70% of covered eligible medical expenses and you pay 30%. For the benefit year beginning April 1, 2022, Level I coverage has an out-of-

pocket maximum of \$2,000 per individual/\$4,000 per family and an out-of-network deductible of \$200.

For more details regarding what are considered covered eligible medical expenses and what counts toward the out-of-pocket maximums, please refer to the BlueCard PPO booklets attached to this SPD.

Quest and LabCorp

Participants and their eligible family members who obtain laboratory services (e.g. bloodwork) through Quest Diagnostics or LabCorp will not be subject to the coinsurance that otherwise applies to medical claims.

MDAnderson Cancer Center at Cooper

The Plan has a partnership with MD Anderson Cancer Center at Cooper to offer participants and their eligible family members a waiver of coinsurance if they go to any MD Anderson at Cooper locations for cancer treatment and follow ups. For more information, you should call (856) 735-6210, the Plan's dedicated phone number and provide your Blue Cross Card information.

Ivy Rehab

Participants and their eligible family members who obtain physical therapy through an Ivy Rehab location will not be subject to the coinsurance that otherwise applies for physical therapy services.

MD Live Telehealth

Participants and their eligible family members have access to a doctor, including a mental health provider, therapist, dermatologist, etc., via video or phone

through MDLive Telehealth (“MDLive”). MDLive can be used when:

- You need to see a doctor, but can’t fit it into your schedule.
- Your doctor’s office is closed.
- You feel too sick to leave the house.
- You need care for your children.
- You’re traveling and forgot a prescription or need a doctor.

MDLive is available at \$0 cost to Active Covered Participants and their Eligible family members. To use MDLive participants must register on the app, online, or by phone at MDLive.com/levelcarehealth; (888) 921-0313 or text Level Care Health to 635.483.

OneDrop Diabetes Care

The Plan has an arrangement with OneDrop to provide participants and their eligible family members with tools, supplies, and support associated with managing diabetes at no cost to them. More information on this benefit is available on the Plan’s website at: <https://members.ncf.fund/northeast-carpenters-benefits/onedrop-diabetes-care/>.

You may also contact OneDrop at (800) 437-1474 (press 1) by email at wellness@onedrop.today.

Hearing Aid Discount Benefit

The Plan has a partnership with Audionet America to provide participants and their eligible family members with Hearing Aids at a fixed out-of-pocket cost. Pursuant to this arrangement, participants pay a maximum of:

Level	One Ear	Two Ears
Mid	\$1,050.00	\$2,050.00
High	\$1,300.00	\$2,550.00
Advanced	\$1,550.00	\$3,050.00
Flagship	\$1,700.00	\$3,350.00

Participants are eligible every 3 years.

Motor Vehicle Accident Coverage

If you suffer injuries in a motor vehicle accident, you are required to submit your claims relating to such injuries to your automobile insurer who will be the primary payer of any claims you incur. You are not permitted to waive your personal injury protection (“PIP”) coverage to have the Plan be the primary payer of automobile-related claims. In the event your insurance carrier fails to pay medical coverage associated with a particular accident, please refer to the section in this SPD titled Subrogation and Reimbursement for details relating to the Plan’s rules should you institute litigation against your auto insurance carrier.

Supplemental Mental Health and Substance Use Disorder Benefits

If you are a participant and you or one of your eligible family members needs to obtain care for a mental health condition, treatment for substance use disorder or family services (including individual and group counseling, psychotherapy and tutorial services), you should call Mental Health Consultants (“MHC”) at 1-800-255-3081 or 215-343-8987 or the Fund Office for assistance. MHC is located at 1501 Lower State Road, Building D, Suite 200, North Wales, PA 19454.

MHC can assist you in choosing a participating provider. The Cost Sharing portion of the Health Care Benefits section of this booklet applies to mental health and substance use disorder benefits as well. Please refer to that section for additional information on your cost-sharing responsibilities.

Please contact the Fund Office by written request or MHC at 1-800-255-3081 or 215-343-8987 for a listing of participating

providers and programs that are available. These benefits are not insured and are paid solely with Plan assets.

If your benefits are denied by MHC, you can appeal under the applicable procedures in the Claims section of this booklet.

PRESCRIPTION DRUG BENEFITS

The Plan offers you and your eligible family members prescription drug benefits which are not insured and are paid solely by Plan assets. Express Scripts, Inc. located at 1 Express Way, St. Louis, MO 63121, phone number 800-939-2146, administers Prescription Benefits. ESI participating provider network and card service, processes claim and handles administrative services for prescription drug coverage.

Contact ESI Member Services at 1-800-939-2146 for a list of participating independent, chain and other or visit ESI's website at www.express-scripts.com. You can request a copy of the list of participating pharmacies in your area without charge by writing the Fund Office.

The Plan covers legend drugs only; no over-the-counter drugs are covered except as otherwise provided in ESI's formulary. To receive prescription generic drugs at a discount off the average wholesale price, please use any network pharmacy.

See the chart below for the Plan's cost sharing structure for all prescriptions.

Cost Sharing for Participating Pharmacies		
	Retail 30-Day Supply	Mail Order/CVS Walk-In 90-Day Supply
Generic*	\$5.00	\$10.00
Preferred Brand*	20% coinsurance	20% coinsurance

*In addition to this cost-sharing, the Plan pays a maximum of \$2,000 per prescription so participants will be responsible for any amounts which exceed \$2,000 for each prescription.

Note that, if you use CVS Pharmacies, you can obtain a 90-day "mail order" supply at retail at CVS pharmacies.

Lists of which drugs are considered preferred brand can be obtained on ESI's website at www.express-scripts.com.

The Prescription Plan excludes a few drugs from coverage, as follows: in the broad level classification, non-legend drugs classified as over-the-counter, and drug efficacy study indicator drugs, determined by the FDA as lacking substantial evidence of effectiveness, are not covered. Also, drug specifics, including blood and blood plasma, immunization agents, cosmetic medications including Retin-A and minoxidil ("Rogaine"), over-the-counter smoking deterrents such as Nicorette or Nicoderm, and non-legend vitamins, are not covered. Generally, there are quantity, gender and other limitations on prescriptions for lifestyle drugs, such as drugs for erectile dysfunction. A limit of 6 pills per month is allowed.

Mandatory Mail-Order Prescription Service for Maintenance Drugs

If you use a maintenance medication, you must use the mail-order prescription drug service through ESI by Mail. All prescriptions, including 30-day prescriptions and 90-day prescriptions, must be filled through ESI Mail Order or at a CVS Pharmacy. If you try to fill a prescription at a retail pharmacy other than a CVS Pharmacy after your third fill, you will be responsible for 100% of the cost of the prescription. ESI's Mail Order Pharmacy at (800) 987-7838, or you can visit ESI's website www.express-scripts.com.

Mandatory Process for Specialty Drugs

Specialty Medications are typically injectable medications administered either by you or a health care professional, and often require special handling. They must be pre-approved by Accredited specialty pharmacy and will be administered by ESI. Your provider must obtain preapproval from Accredo at (800) 803-2523.

DENTAL BENEFITS – LEVEL II COVERAGE ONLY

If you are eligible for Level II coverage, the Plan offers dental benefits to you and your eligible family members. These benefits are not insured and are paid solely by the Plan. Cigna dental administers these benefits.

The Plan's dental benefits are a 90/10 coinsurance plan with a maximum benefit of \$2,500 per family. Preventive and diagnostic care is paid at 100%. Additionally, up to \$3,200 is allowed for orthodontia separate from the maximum family allowance. For more details on the Plan's dental benefits, refer to the dental benefits booklet available

on the Fund's website at NCF.CARPENTERS.FUND or contact CIGNA at (800) CIGNA24.

VISION BENEFITS – LEVEL II COVERAGE ONLY

If you are eligible for Level II coverage, the Plan offers vision care benefits to you and your eligible family members. These benefits are not insured and are paid solely by the Plan. Davis Vision administers these benefits.

The Plan's vision benefits cover eye exams at 100% and an allowance of \$100 for frames and lenses. An additional \$50 is allowed if frames and/or lenses are obtained at Vision works. For more details on the Plan's vision benefits, refer to the vision benefits booklet available on the Fund's website at NCF.CARPENTERS.FUND or contact Davis Vision at: (800) 999-5431.

HEALTH REIMBURSEMENT ACCOUNT BENEFIT

The Plan has a health reimbursement account ("HRA") benefit which is funded through employer contributions paid into your account. Currently, NJ Commercial Carpenters' HRA accounts are credited with a percentage of the Welfare contributions paid to the Fund on your behalf as designated on the Union rate sheets. Additionally, NJ Shop/Casino Carpenters may have an HRA account with historical contributions that were made on their behalf by their employer. These contributions can be accessed by you to cover gaps in your health coverage and various out-of-pocket costs. You are eligible for an HRA Account if you satisfy the general plan rules for eligibility for health benefits as an Active Covered Participant. The Plan provides Active Covered Participants with a mastercard which the participant can use for

eligible medical expenses in lieu of cash. If it is not possible for a participant to use the mastercard for an eligible medical expense, the participant may submit claims through the participant web portal which can be accessed through the Fund's website at www.ncf.carpenters.fund. If participants are unable to obtain reimbursement through the portal, they may submit a claim from to the Fund by mail.

If your benefits are denied by the Fund Office, you can appeal under the applicable procedures as described in the Post-Service Claims section of this booklet.

The HRA benefit is not insured and is funded solely by employer contributions. Due to tax considerations, the Plan cannot accept employee contributions for an HRA.

You can claim reimbursement from the HRA after a contribution is made to the HRA on your behalf. The HRA contributions do NOT expire at the end of a year under current tax rules. Any unused amount will roll over (without interest) to a following year until you have used your full HRA balance or forfeit your eligibility for HRA benefits. Your HRA balance will be forfeited if you have 36 months of no contributions or claims paid from your HRA account. If you are not enrolled in a level of coverage or COBRA, you may use your HRA but only up to the balance remaining in your HRA at the end of the last day of the Benefit Period in which you last had an active level of coverage.

Eligible Expenses

Current tax laws require that the Plan limit HRA benefits to payment of health care expenses. The HRA account can be used to reimburse you for eligible health care expenses which:

- Are incurred and paid for you, your eligible Spouse and your eligible Children for eligible goods or services;
- Are for the diagnosis, cure, mitigation, treatment or prevention of disease or treatments affecting any part or function of the body;
- Are not otherwise compensable by (or the responsibility of) an insurance carrier, a health plan or other third party, and
- Could be claimed as a medical expense deduction on a federal income tax return (without regard to limitations on deductibility based on a percentage of your income).

The rules on eligible health care expenses generally follow the federal income tax rules in Section 213 of the Internal Revenue Code (IRC) for medical expense deductions (without the limitation to amounts over a percentage of adjusted gross income). IRS Publication 502 (Medical and Dental Expenses) has multi-page lists of eligible and ineligible expenses. The current version of IRS Publication 502 can be found on the IRS website, www.irs.gov.

Here are some general examples of items you can claim for reimbursement under current IRS regulations:

- Co-payments or costs for medical services legally rendered by physicians, surgeons, dentists, and other medical practitioners not covered by other health insurance or plans
- Costs of durable medical equipment (including wheel chairs) and diagnostic devices needed for medical care
- Premiums you pay for insurance that covers the expenses of medical care (with some exclusions noted in Publication 502), **with post-tax dollars**, including Medicare Part B and Medicare Part D premiums

- Ambulance costs
- Prescription drugs and co-payments, insulin and diabetic testing supplies
- Laboratory, X-rays, surgical, dental, therapy and other healing or diagnostic services
- Eye exams, glasses, contacts and laser surgery
- Hearing tests and hearing aids
- Dental exams, dental work and dentures

This is only a summary that is subject to ongoing IRS rules and changes in those rules. In addition, the HRA Benefit has its own limitations and does not cover all expenses that are allowed by IRC Section 213. A list of eligible expenses can be found on the Fund's website in the Health Department section - <https://members.ncf.fund/>.

An expense that is not eligible for payment from an employer-funded "Health Reimbursement Account" under the IRS rules on deductible medical expenses will not be an eligible HRA expense from the Plan.

To be reimbursed from the HRA, medical care expenses must be primarily to alleviate or prevent a physical or mental defect or illness. They do not include expenses that would be normal living expenses or are merely beneficial to general health.

You cannot claim the following expenses under current IRS rules:

- Claims for more than your actual cost;
- Expenses which would be incurred or paid without regard to sickness, such as food or lodging outside of hospital care;
- Expenses for your general health, such as a vacation or health club dues;
- Capital expenses which improve the value of property or which are not made primarily for medical care;
- Non-prescription medicines, nutritional supplements, vitamins, herbal supplements, "natural medicines";
- Household and personal care services, babysitting, childcare, except certain nursing-type services;
- Illegal operations and treatments, controlled substances under federal law (even if permitted by state law);
- Prescription or other drugs brought in (or ordered and shipped) from another country;
- Cosmetic surgery, weight-loss programs and similar items that do not meaningfully promote the proper function of the body or prevent or treat illness or disease;
- Premiums for coverage under an ACA Marketplace Plan or other individual health insurance policy; or
- Employee payments or premiums for other group health plan coverage (such as a spouse's plan) that are paid with pre-tax dollars (namely, money that is not included in W-2 wages).

DEATH BENEFITS FOR ACTIVE COVERED PARTICIPANTS

Death Benefits If You Pass Away

Death benefits are provided to eligible, Active Covered Participants. If you are an eligible, Active Covered Participant, your beneficiary will receive a death benefit of \$30,000 upon your death. Your beneficiary will be responsible for paying any taxes associated with their receipt of this death benefit.

You may name anyone you wish as your beneficiary at any time by filling out the proper beneficiary designation form, available from the Fund Office.

If your beneficiary causes your death, no death benefit shall be paid to that person.

An application must be filed with the Fund Office to claim these benefits. If these benefits are denied by the Fund Office, your beneficiary can appeal under the applicable procedures in the Death Benefits Appeals section of this booklet.

Accidental Death and Dismemberment (AD&D) Coverage Benefits – Active Covered Participants Only

Accidental Death and Dismemberment Benefits (AD&D) are provided to Active Covered Participants only. If you suffer any of the following losses, on or off the job, through accidental means, the specified benefits are paid to you or your beneficiary.

Loss Suffered	Benefit Payable
Both hands or both feet	\$10,000
Sight in both eyes	\$10,000
One hand or foot and sight in one eye	\$10,000
One hand and one foot	\$10,000
One hand or one foot	\$5,000
Sight in one eye	\$5,000

If you suffer more than one of the losses described above as the result of an accident, the maximum amount paid will be \$10,000.

To be eligible for coverage, the loss must occur within 90 days after the accident.

The Plan will not pay a benefit for loss resulting from or caused directly, partly or wholly, due to you being:

- Intoxicated or under the influence of any narcotic or federally controlled drug or substance; or
- Involved in the committing of a felony.

An application must be filed with the Fund Office to claim these benefits. The recipient of any AD & D benefits will be responsible for paying any taxes associated with their receipt of an AD & D benefit.

WHEN COVERAGE ENDS

If you are an Active Covered Participant, your coverage under the Plan ends when:

- You cease to be in the Eligible Class;
- You fail at the beginning of any Benefit Period to have a Qualifying Work Period by not having enough Credited Hours to maintain your eligibility (See “Participation”). In this case, your benefit coverage terminates at the end of the preceding Benefit Period;
- You stop work in Covered Employment, for example, if you move out of the Plan’s geographical jurisdiction or take a job in another trade. In this case, your benefit coverage eligibility under the Plan will end immediately;
- You are found to be working in non-covered employment within the Plan’s geographical jurisdiction;

- You perpetrate a fraud, or attempted fraud upon the Fund or Plan. (See “Penalties for Fraud, Attempted Fraud, Or Fraudulent Claims”); or
- You pass away.

If you are an Active Covered Participant, coverage for your eligible family members ends when your coverage ends except in the event of your death in which case your eligible family members will be covered at no cost until the ninth month following the month in which your death occurs. Thereafter, your eligible family members will be offered COBRA as explained in the COBRA section of this booklet.

Your coverage cannot be retroactively terminated unless you commit fraud against the Fund or Plan or intentionally misrepresent a material fact to the Fund or Plan.

If your eligibility is terminated, you may appeal as if a claim had been denied under the appropriate procedure of the Claims section of this booklet which generally will be the Post-Service Claims section.

COBRA CONTINUATION COVERAGE

Federal law requires that most group health plans (including this Plan) give employees and their families the opportunity to continue their health care coverage when there is a “qualifying event” that would result in a loss of coverage under an employer’s plan.

COBRA coverage is limited to group health benefits and excludes Death Benefits. Continuation coverage provides the same group health benefits that the Plan gives to other participants or beneficiaries under the Plan who are not receiving continuation

coverage. Each qualified beneficiary who elects continuation coverage will have the same rights to group health plan benefits under the Plan as other participants or beneficiaries covered under the Plan.

Alternatively, a qualified beneficiary (as defined below) who is eligible for COBRA may elect a self-pay option which only includes the benefits provided through the Independence Administrators plan.

Specific information on your COBRA rights in specific circumstances and answers to your questions about continuation coverage can be obtained from the Fund Office. In order to protect your family’s rights, you should keep the Fund Office informed of any changes in addresses of family members. You should also keep a copy, for your records, of any notices you send to the Fund Office.

Eligibility for Continuation Coverage

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a “qualifying event.” COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” A qualified beneficiary is someone who will lose coverage under the Plan because of a qualifying event. Depending on the type of qualifying event, employees, spouses of employees, and children of employees may be qualified beneficiaries. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

You will become a qualified beneficiary if you lose your coverage under the Plan because one of the following qualifying events happens:

- your hours of employment are reduced;

- your employment ends for any reason other than your gross misconduct;
- you are laid off; or
- you retire.

Your spouse will become a qualified beneficiary if your spouse loses coverage under the Plan because any of the following qualifying events happen;

- you pass away;
- your hours of employment are reduced;
- you are laid off;
- your employment ends for any reason other than your gross misconduct;
- you retire;
- you become enrolled in Medicare (Part A, Part B, or both); or
- you become divorced or legally separated from your spouse.

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

- you pass away;
- your hours of employment are reduced;
- you are laid off;
- your employment ends for any reason other than your gross misconduct;

- you retire;
- you become enrolled in Medicare (Part A, Part B, or both);
- you become divorced or legally separated from your spouse; or
- your child stops being eligible for coverage under the plan as a “child.”

Notice Requirements

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

When the qualifying event is the end of employment or reduction of hours of employment, layoff, death of the employee, or enrollment of the employee in Medicare (Part A, Part B, or both), you or your employer must notify the Fund Office of the qualifying event within 30 days of any of these events.

YOU MUST NOTIFY THE FUND OFFICE for other qualifying events (divorce or legal separation of the employee and spouse or a child’s losing eligibility for coverage as a child), **WITHIN SIXTY (60) DAYS AFTER THE QUALIFYING EVENT OCCURS.** Once the Fund Office receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries.

Length of Continuation Coverage

COBRA continuation coverage is a temporary continuation of coverage.

- In the case of a loss of coverage due to end of employment or reduction in hours of employment, coverage may be continued for up to 18 months.
- In the case of losses of coverage due to an employee's death, divorce or legal separation, the employee's enrollment in Medicare or a child ceasing to be an eligible family member under the terms of the plan, coverage may be continued for up to 36 months.

Continuation coverage will be terminated before the end of the maximum period if:

- any required premium is not paid on time,
- a qualified beneficiary becomes covered under another group health plan that does not impose any pre-existing condition exclusion for a pre-existing condition of the qualified beneficiary,
- a covered employee enrolls in Medicare, or
- your employer ceases to provide any group health plan for its employees.

Continuation coverage may also be terminated for any reason the Plan would terminate coverage of a participant or beneficiary not receiving continuation coverage (such as fraud).

Extending the Length of Continuation Coverage

If you elect continuation coverage with a maximum period of 18 months of coverage, an extension may be available if a qualified beneficiary is disabled or a second qualifying event occurs. You must notify the Fund

Office of a disability or a second qualifying event in order to extend the period of continuation coverage. Failure to provide notice of a disability or second qualifying event may affect the right to extend the period of continuation coverage.

Disability extension. If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled at any time during the first sixty (60) days of COBRA continuation coverage and you notify the Plan Administrator in a timely fashion, you and your entire family can receive up to an additional eleven (11) months of COBRA continuation coverage, for a total maximum of twenty-nine (29) months. You must make sure that the Plan Administrator is notified of the Social Security Administration's determination within sixty (60) days of the date of the determination and before the end of the 18-month period of COBRA continuation coverage.

Second Qualifying Event. If your family experiences another qualifying event while receiving COBRA continuation coverage, the spouse and children in your family can get additional months of COBRA continuation coverage, up to a maximum of 36 months. This extension is also available to a child when that child stops being eligible under the Plan as a child. **YOU MUST NOTIFY THE PLAN** of the second qualifying event within 60 days of the second qualifying event.

Electing Continuation Coverage

Each qualified beneficiary has an independent right to elect continuation coverage. For example, both the employee and the employee's spouse may elect continuation coverage, or only one of them. Parents may elect to continue coverage on

behalf of their children only. A qualified beneficiary must elect coverage by the date specified on the Election Form you receive from the Fund Office. Failure to do so will result in loss of the right to elect continuation coverage under the Plan. A qualified beneficiary may change a prior rejection of continuation coverage any time until that date.

In considering whether to elect continuation coverage, you should consider that a failure to continue your group health coverage will affect your future rights under federal law.

- First, you can lose the right to avoid having preexisting condition exclusions applied to you by other group health plans if you have more than a 63-day gap in health coverage, and election of continuation coverage may help you not have such a gap.
- Second, you will lose the guaranteed right to purchase individual health insurance policies that do not impose such pre-existing condition exclusions if you do not get continuation coverage for the maximum time available to you.
- Finally, you should take into account that you have special enrollment rights under federal law. You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your spouse's employer) within 30 days after your group health coverage ends because of the qualifying event listed above. You will also have the same special enrollment right at the end of continuation coverage if you get continuation coverage for the maximum time available to you.

Cost of Continuation Coverage

Generally, each qualified beneficiary may be required to pay the entire cost of continuation coverage. The amount a qualified beneficiary may be required to pay may not exceed 102 percent of the cost to the group health plan (including both employer and employee contributions) for coverage of a similarly situated plan participant or beneficiary who is not receiving continuation coverage (or, in the case of an extension of continuation coverage due to a disability, 150 percent).

Payment for Continuation Coverage

First payment for continuation coverage.

If you elect continuation coverage, you do not have to send any payment for continuation coverage with the Election Form. You must deliver your first payment for continuation coverage to the Fund Office within 45 days after the date of your election. (This is the date the Election Notice is post-marked, if mailed.) If you do not make your first payment for continuation coverage within those 45 days, you will lose all continuation coverage rights under the Plan.

Your first payment must cover the cost of continuation coverage from the time your coverage under the Plan would have otherwise terminated up to the time you make the first payment. You are responsible for making sure that the amount of your first payment is enough to cover this entire period. You may contact the Fund Office to confirm the correct amount of your first payment.

Periodic Payments for Continuation Coverage.

After you make your first payment for continuation coverage, you will be required to pay for continuation coverage for each subsequent month of coverage. Under the Plan, these periodic payments for

continuation coverage are due in the Fund Office at least one day before the month for which you want to continue coverage. If you make a periodic payment on or before its due date, your coverage under the Plan will continue for that coverage period without any break. The Plan sends monthly notices of payments due for these coverage periods.

Grace period. Although periodic payments are due on the dates shown above, you will be given a grace period of 30 days to make each periodic payment. Your continuation coverage will be provided for each coverage period as long as payment for that coverage period is made before the end of the grace period for that payment.

If you pay a periodic payment later than its due date but during its grace period, your coverage under the Plan will be suspended as of the due date and then retroactively reinstated (going back to the due date) when the periodic payment is made. This means that any claim you submit for benefits while your coverage is suspended may be denied and may have to be resubmitted once your coverage is reinstated.

If you fail to make a periodic payment before the end of the grace period for that payment, you will lose the right to continuation coverage under the Plan.

Alternative Health Coverage Besides Continuation Coverage

You may have the right, when your group health coverage ends, to enroll in an individual health insurance policy. The benefits provided under an individual conversion policy may not be identical to those provided under the Plan. You may exercise these rights in lieu of electing continuation coverage, or you may exercise this right after you have received the

maximum continuation coverage available to you.

Health Insurance Marketplace

Instead of enrolling in COBRA Continuation Coverage, there may be other more affordable coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a Spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA coverage.

The Health Insurance Marketplace offers "one-stop shopping" to find and compare private health insurance options. In the Marketplace, you could be eligible for a new kind of tax credit that lowers your monthly premiums and cost-sharing reductions (amounts that lower your out-of-pocket costs for deductibles, coinsurance, and copayments) right away, and you can see what your premium, deductibles, and out-of-pocket costs will be before you make a decision to enroll. Through the Marketplace you'll also learn if you qualify for free or low-cost coverage from Medicaid or the Children's Health Insurance Program (CHIP). You can access the Marketplace for your state at www.HealthCare.gov.

Coverage through the Health Insurance Marketplace may cost less than COBRA Continuation Coverage. Being offered COBRA Continuation Coverage does not limit your eligibility for coverage or for a tax credit through the Marketplace.

To find out more about enrolling in the Marketplace, such as when the next open enrollment period will be and what you need to know about qualifying events and special enrollment periods, visit:

www.HealthCare.gov.

For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit EBSA website at www.dol.gov/ebsa.

Special Enrollment Rights

If you or your eligible family members experience a Qualifying Life Event," you, your Spouse and/or Children may be eligible for "Special Enrollment" in this Plan or a group health plan provided by a Spouse's employer.

"Qualifying Life Events" include:

- birth, adoption or placement of child for adoption,
- divorce or other loss of a Spouse or Child,
- marriage
- loss of other medical coverage, or
- new medical coverage takes effect during the year.

Other medical coverage can include another employer-sponsored group health plan or Medicaid or CHIP benefits. If you fail to enroll yourself or your Spouse and Children because of other health insurance or group health plan coverage, a loss of that coverage occurs if you or your Spouse and Children lose eligibility for that other coverage or if the employer stops contributing the same amount for coverage so as to increase the cost of

coverage under the other plan. A loss of other coverage also occurs if your eligible Children lose Medicaid or CHIP coverage because they are no longer eligible for such coverage.

Effective Date of Coverage after Special Enrollment

In the case of marriage, birth, adoption or placement of child for adoption, coverage will be effective on the date of the Qualifying Life Event if a completed enrollment form and proof of dependent status is returned to the Plan within 30 days of a Qualifying Life Event. If the form is returned later, coverage will be effective on the first day of the month following the Plan's receipt of the form.

In the case of a loss of other group health plan or health insurance coverage (not including Medicaid or CHIP coverage), coverage will be effective on the first day of the month following receipt of enrollment materials by the Plan provided you request enrollment within 30 days of the date of you and/or your Spouse or Children lose coverage.

In the case of a loss of coverage under Medicaid or CHIP, your coverage will be effective as of the first day of the month following the submission of your enrollment materials provided that you request coverage within 60 days of the date your and/or your Spouse or Child's Medicaid or CHIP coverage is terminated.

Medicaid and Chip Coverage

If you or your children are already enrolled in Medicaid or CHIP and you live in a State listed below, contact your State Medicaid or CHIP office to find out if premium assistance is available. If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must

allow you to enroll in your employer plan if you aren't already enrolled. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance.** If you lose coverage under this Plan, CHIP or Medicaid, you, your Spouse and/or Children may be eligible for "Special Enrollment" under a group health plan provided by a Spouse's employer. If you have questions about enrolling in your employer plan, contact the Department of Labor at www.askebsa.dol.gov or call **1-866-444-EBSA (3272).**

If you lose coverage under the Plan, your children may be eligible for Medicaid or CHIP medical benefits. These programs may also have alternative coverage options for your eligible children. If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your eligible family members might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial **1-877-KIDS NOW** or www.insurekidsnow.gov to find out how to apply. If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you live in one of the following states, you may be eligible for assistance paying your employer health plan premiums. **Contact your State for more information on eligibility.**

State	Medicaid or CHIP office Contact
New Jersey – Medicaid	Medicaid Website: http://www.state.nj.us/humanservices/dmahs/clients/medicaid/

State	Medicaid or CHIP office Contact
	Medicaid Phone: 609-631-2392
New Jersey – CHIP	CHIP Website: http://www.njfamilycare.org/index.html CHIP Phone: 1-800-701-0710
Pennsylvania – CHIP	CHIP Website: http://www.chipcoverspakids.com CHIP Phone: 1-800-986-KIDS (5437)
Pennsylvania – Medicaid	Medicaid Website: http://www.dhs.pa.gov/provider/medicalassistance/healthinsurancepaymentprogram/index.htm Phone: 1-800-692-7462

Coordination of Benefits (COB)

On an annual basis, each participant must complete a Coordination of Benefits (COB) Form prior to the April Benefit Period.

When a participant and his/her eligible family members are covered under two or more health care plans, COB determines which health care plan pays first for covered services. COB is limited to health benefits.

If a claim is for covered services for an eligible family member who is eligible to join a second health care plan providing similar benefits, where all or a part of the cost of such health care plan is paid by the eligible family member or the eligible family member's employer, the health care benefit payment amount provided by this Plan will be limited

to the amount needed, if any, to bring the benefit payment amount provided by such health care plan up to the scheduled amount of benefit provided by this Plan. This rule will apply even if the eligible family member does not in fact join the other health care plan.

Primary Rules for COB

The basic rules on coordination of benefits depend on the terms of other health care coverage and applicable law.

Generally, if the other health plan or insurance does not include rules for coordinating benefits, the other coverage will be primary.

If the other health plan or insurance includes rules for coordinating benefits, the order of payment will be as follows:

- This Plan is primary for employees,
- A spouse's own employer-sponsored plan, which if available must be elected, is primary for him/her,
- For children with two health care plans, the parent with the earliest birth date in the calendar year has the primary health care plan,

The rules in the Independence Administrators section of this booklet contain greater detail on these rules as well as coordination with government health care plans such as Medicaid, Medicare, NJ Family Care, Tricare, and CHIP and will control for all medical benefits processed through Independence Administrators.

RETIREE HEALTH PLAN COVERAGE

Eligibility

If you cease to be an Active Covered Participant after becoming eligible for a normal, early or disability retirement and are not eligible for retiree health coverage, your health coverage will terminate at the end of the Benefit Period in which you retire. You may receive continued full retiree health benefit coverage or limited retiree health benefit coverage through the Plan if you:

- are age 55 or over at the time of retirement and is currently receiving a pension through the Northeast Carpenters Pension Fund;
- Have earned coverage under the Active Plan (i.e. you are an Active Covered Participant as opposed to receiving coverage through COBRA) for a period of years as follows:
 - **Hours of Service Prior to April 1, 2011:** if you who performed an hour of service under a Collective Bargaining Agreement requiring contributions to the Northeast Carpenters Health Fund **25 years** of coverage upon retirement.
 - **Hours of Service Beginning on or after April 1, 2011:** if you first performed an hour of service on or after April 1, 2011, under a Collective Bargaining Agreement requiring contributions to the Northeast Carpenters Health Fund **30 years** of coverage upon retirement;
- be an Active Covered Participant (i.e. not a COBRA enrollee) at the time of your retirement,

- make required monthly copayment amounts by authorized deduction from your monthly pension, check, or HRA deduction no later than the 1st of each month.

Payment Requirements

The monthly copayment amounts will be set periodically by the Board. You will be notified of any change in payment amount after your retirement. You may elect to cover only yourself or yourself and your eligible family members. You may not elect to cover your eligible family members without also electing to cover yourself.

You can decline retiree health coverage at retirement. **However, please be aware that the Fund's retiree health coverage may be considered to be employer-provided health coverage for purposes of federal health insurance subsidies even if you are not actually receiving retiree health benefits.**

If you are otherwise eligible, you may be able to elect retiree health coverage at a later date only if you:

- have had continuous coverage under another group health plan since you were last covered by the Plan, and
- if you have not previously used this provision.

Please contact the Fund Office for forms to begin retiree health coverage after retirement.

You may request the Retiree Health Plan booklet by writing the Fund Office. This booklet will be provided without charge.

GENERAL BENEFIT CLAIM EXCLUSIONS

Benefits of any type under the Plan will not be paid if:

- You or your family members are not eligible for benefit coverage;
- The claim is submitted late (unless submitted with explanation as soon as reasonably possible);
- The maximum allowance of the time limitation for any specific benefit has been reached;
- The claim is fraudulent, attempts a fraud, or misrepresents a fact;
- You cease to be a member of the Eligible Class;
- You are not available for work in Covered Employment (for example, you stop working within the trade);
- You are found to be working at non-Covered Employment within the geographical jurisdiction;
- You enter into, participate, or cooperate with any employer in any arrangement, the purpose of which is to purposefully and fraudulently under report or under pay contributions to the Fund as required by the employer's Collective Bargaining Agreement within the Union; or
- The claim is for hospitalization, medical-surgical or any benefit for any occupational condition, ailment, injury or illness arising out of the course of employment pursuant to which the Active Covered Participant who is injured or ill is entitled to receive benefits under an applicable Workers' Compensation Law,

Occupational Disease Law, or similar law granting benefits for like injury or disease.

The Fund may seek restitution for any money owed the Fund due to payment of benefits in error, in excess of Plan limits, or to or on behalf of a participant or family member not eligible for benefits, for any other reason, through the withholding of any monetary benefit payment due to the participant or family members.

No reimbursement will be made to or on behalf of any participant or eligible family member on account of services provided by a legally qualified professional provider who furnished services, if such provider is a member of the immediate family of the participant or an eligible family member.

Remedies for Fraud, Attempted Fraud, or Fraudulent Claims

If the Fund determines that your claim relates to a fraudulent act, attempts a fraud, or misrepresents a fact, the Board of Trustees may, in its discretion:

- Seek restitution for past payments made during the period of the fraud, through any lawful means, including the withholding of any monetary payments

due to the covered participant, of monies paid to, or on behalf of, the individual perpetrating such fraud.

- Regardless of whether the delinquent contributions are ultimately collected and regardless of whether losses due to the fraud are ultimately recovered, suspend benefits immediately and pay no further benefits to or on behalf of the covered participant and his eligible family members involved as to claims arising during the remainder of the Benefit Period in which such fraud or attempted fraud is discovered.
- Take such other and further actions as the Board may determine to be necessary.

The Board of Trustees shall have the final and absolute right to determine whether conduct described herein as fraud has been attempted or committed upon the Fund or Plan, and its determination shall be final, conclusive, and binding upon all parties.

CLAIMS AND APPEALS

Initial Claims Filed with Claims Administrators

You submit an initial claim for benefits with the applicable claims administrator as follows:

Type of Benefit	Claims Administrator	File Appeals with.....
Plan Eligibility / Death and AD & D Benefits/HRA Claims	Northeast Carpenters Health Fund Raritan Plaza II, P.O. Box 7818 Edison, New Jersey 08818-7818 Phone: (800) 824-3096 Fax: (732) 417-0919 health@nrccf.org https://members.ncf.fund/	The Board of Trustees of the Northeast Carpenters Health Fund Raritan Plaza II, P.O. Box 7818 Edison, New Jersey 08818-7818 Phone: (800) 824-3096 Fax: (732) 417-0919 health@nrccf.org https://members.ncf.fund/
Medical Benefits (Blue Card PPO)	Independence Administrators 1900 Market Street Philadelphia, PA 19103 (833) 242-3330 www.MYIBXTPAbenefits.com	Independence Administrators c/o Processing Center P.O. Box 21974 Eagan, MN 55121 (800) 810-2583 www.MYIBXTPAbenefits.com
Supplemental Mental Health Substance Use Disorder Benefits through Mental Health Consultants	Mental Health Consultants 1501 Lower State Road, Building D Suite 200 North Wales, PA 19454 (800) 255-3081 www.mhconsultants.com	Mental Health Consultants 1501 Lower State Road, Building D Suite 200 North Wales, PA 19454 (800) 255-3081 www.mhconsultants.com
Prescription Drug Benefits	Express Scripts, Inc. 1 Express Way St. Louis, MO 63121 (800) 939-2146 www.express-scripts.com	Express Scripts, Inc. 1 Express Way St. Louis, MO 63121 (800) 939-2146 www.express-scripts.com

Type of Benefit	Claims Administrator	File Appeals with.....
Dental Benefits	Cigna Dental National Appeals Unit (NAO) PO Box 188011 Chattanooga, TN 37422 (800) CIGNA24	Cigna Dental National Appeals Unit (NAO) PO Box 188011 Chattanooga, TN 37422 (800) CIGNA24
Vision Benefits	Davis Vision 1900 Market Street Philadelphia, PA 19103 (800) 999-5431 www.davisvision.com	Independence Blue Cross Member Appeals P.O. Box 41820 Philadelphia, PA 19101 888-671-5276

If your claim is denied or not paid, you can appeal under the applicable procedures in the Claims section of this booklet.

Time Limits for Claims Filing

You or an authorized representative may request plan benefits by filing a claim with the Fund Office within 1 year from the date on which a claim arose, namely the date that

health benefits or services were incurred or the date of death with respect to death benefits. The deadline may be earlier for specific benefits as described in the applicable benefit sections of this booklet.

	Urgent Care	Concurrent Service	Pre-Service	Post-Service
Claims Administrator must make initial claim determination as soon as possible but no later than:	72 hours	Before benefit is reduced or treatment is terminated	15 days	30 days
Extension permitted during initial benefit determination?	No	No	15 days	15 days
Appeal request must be submitted to the Plan within:	180 days	180 days	180 days	180 days
Plan must make appeal determination as soon as possible but no later than:	72 hours	Before benefit is reduced or treatment is terminated	30 days	30 days or next Trustees meeting

Claim Determinations

If you make a claim for benefits that is denied, you must receive notification in writing in accordance with the requirements for Urgent Care, Concurrent Service, Pre-Service, Post-Service, Disability and Death Claims as explained below. If your claim is denied because more information is needed to make a decision, you must be notified of what information is needed.

Please note that Independence Administrators is also subject to the time restrictions below with respect to medical benefits administered by Independence Administrators. You should notify the Fund Office in the event that your claim with Independence Administrators is not processed in a timely fashion.

Urgent Care Claims

An urgent care claim is involved if, in the opinion of your physician, you would be subject to severe, unmanageable pain absent the care or treatment for which you are claiming coverage. An urgent care claim is also involved if your life or health would be seriously jeopardized if the Plan's determination with respect to your claim were made in the time period allowed for non-urgent treatment decisions.

You will be notified of the Plan's benefit determination as soon as possible, taking into account the medical emergencies of the case, but not later than 72 hours after receipt of the claim by the Plan, unless the claimant (or representative of the claimant) fails to provide sufficient information to determine whether, or to what extent, benefits are covered or payable under the Plan. In the case of such failure, you will be notified as soon as possible, but not later than 24 hours after receipt of the claim by the Plan, of the

specific information necessary to complete the claim. The claimant shall be afforded a reasonable amount of time, taking into account the circumstances, but not less than 48 hours, to provide the specified information. The participant will be notified of the Plan's benefit determination as soon as possible, but in no case later than 48 hours after the earlier of the Plan's receipt of the specified information, or the end of the period afforded the claimant to provide the specified additional information.

Concurrent Care Decisions

Concurrent care decisions are those that are made in connection with an approved course of treatment that is provided over a period of time or through a number of treatments. You will be notified of any reduction or termination involving concurrent care or ongoing treatment with sufficient time to allow you to appeal the reduction or termination before it is implemented. Special rules apply where the Plan has approved an ongoing course of treatment either for a specific period of time or for a specific number of treatments.

A reduction or termination of the course of treatment before the approved time period or number of treatments will be considered a claim denial, except if it occurs due to a Plan amendment or termination. In this case, a Plan Participant will be notified in advance so that the claimant can appeal the decision before the benefit is reduced or terminated.

The claimant may request to extend the course of treatment beyond the approved time period or number of treatments. If this involves urgent care, the Plan will notify the Plan Participant whether the claimant's request has been approved or rejected within 24 hours of receiving the claimant's request,

as long as the claimant makes the request at least 24 hours before the approved time period for reduction or number of treatments expires.

Pre-Service Claims

A “pre-service claim” is any claim or request for approval of a benefit with respect to which the terms of the Plan condition receipt of the benefit, in whole or in part, on approval of the benefit in advance of obtaining medical care.

A participant will be notified of the Plan’s benefit determination within a reasonable period of time appropriate to the circumstances, taking into account any pertinent medical circumstances, but not later than 15 days after receipt of the claim by the Plan. This period may be extended by the Plan for up to 15 days provided that the extension is necessary due to matters beyond the control of the Plan and the claimant is notified prior to the expiration of the initial 15-day period. The notice to the Plan Participant will state the reason for the extension and the date by which the Plan expects to render a decision. If the extension is necessary due to the failure of the claimant to submit the information necessary to decide the claim, the notice of extension must describe the required information. The Plan Participant will then have 45 days from receipt of the notice within which to provide the specific information.

In the case of a failure by a claimant or an authorized representative of a claimant to follow the Plan’s procedures for filing a pre-service claim, the participant or representative shall be notified of the failure and the proper procedures to be followed in filing a claim for benefits. This notification

shall be provided to the participant or representative as soon as possible, but not later than 5 days (24 hours in the case of a failure to file a claim properly involving urgent care) following the failure. Notification may be oral, unless the Plan Participant or authorized representative request written notification.

Post-Service Claims

“Post-service claims” are any claims that are not pre-service claims. A participant will be notified of the Plan’s benefit determination with a reasonable period of time appropriate to the circumstances, taking into account any pertinent medical circumstances, but not later than 30 days after receipt of the claim by the Plan. This period may be extended by the Plan for up to 15 days provided that the extension is necessary due to matters beyond the control of the Plan and the claimant is notified prior to the expiration of the initial 30-day period. The notice to the participant will state the reason for the extension and the date by which the Plan expects to render a decision. If the extension is necessary due to the failure of the claimant to submit the information necessary to decide the claim, the notice of extension must describe the required information. The claimant will then have 45 days from receipt of the notice within which to provide the specified information.

Death Benefits

Notification of denied claims with regard to death benefits shall occur within 90 days of the date the claim was filed. If special circumstances require an extension of time for processing the claim, written notice of this extension of time will be sent to the claimant within the initial 90-day period. Such extension will not exceed 180 days from the date the claim is filed.

Manner and Content of Notification of Benefit Determination

If the Plan issues a benefit denial, the denial will be in writing to the participant in plain language. In the case of a benefit denial involving a claim for urgent care, the information may be provided to the participant orally within the time frame prescribed, with a written or electronic notification furnished to the participant not later than 3 days after such oral notification, and a description of the expedited review process applicable to such claims will be provided.

Appealing a Denied Claim

Internal Appeals

You may appeal a benefit denial in writing within 180 days after you receive the denial. You have the right to have the Plan Administrator review and reconsider your claim.

Any appeal that does not involve urgent care must be in writing, and can be made by you or a duly authorized representative. It must set out the reasons for the appeal and your dissatisfaction or disagreement with the original determination. Any evidence, comments, or documentation to support your position should be submitted with your written appeal.

While an appeal is pending, any current course of treatment the claimant is undergoing will not be reduced or terminated nor, if the claim pertains to a rescission of your active coverage for reasons other than fraud or failure to pay a premium, will your active coverage be terminated.

Upon request and free of charge, you will be afforded reasonable access to, and copies of,

all documents, records, and other information relevant to the claim. A claim review on appeal will not afford deference to the initial adverse benefit determination. The review will be conducted by an appropriately named fiduciary who is neither the individual nor subordinate of the individual who made the initial adverse determination. All written comments, documents, records, testimony and other information submitted by the claimant relating to the claim will be considered on appeal, regardless of whether or not such information was submitted or considered in the initial adverse benefit determination.

If an appeal involves medical judgment, including determinations with regard to medical necessity and whether a particular treatment, drug, or other item is experimental or investigational, the Board of Trustees will consult with an independent health care professional with appropriate training and experience in the field of medicine involved. This health care professional will be someone who was neither an individual who was consulted in the initial adverse benefit determination or the subordinate of such individual. All medical or vocational experts whose advice was obtained in the initial adverse benefit determination will be identified by the Plan, regardless of whether or not the individual's advice was relied upon in making the initial adverse benefit determination.

If the Plan considers, relies upon, or generates any new or additional evidence or rationale when considering your claim, it will provide this evidence or rationale to you as soon as possible in advance of the date a determination on your appeal is to be made. If the Plan provides you with such new information, you have the right to respond and submit additional evidence or arguments before the Plan's deadline for issuing a

decision on your appeal. You may also provide testimony in a form acceptable to the Appeals Board Committee in support of your appeal.

Notice of the Plan's decision on review may be provided in written or electronic form and will contain the reason for the adverse determination, reference to specific plan provisions on which the determination was based (including any internal rule or guideline relied upon in making the determination), and a statement that the claimant is entitled to receive upon request and free of charge reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits.

If the adverse benefit determination is based on medical necessity or experimental treatment or similar exclusion or limit, the Plan's notice on review will contain either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

If you submit a claim to Independence Administrators and disagree with the decision by Independence Administrators, you must first appeal to Independence Administrators directly. Independence Administrators is also subject to the requirements for Urgent Care, Concurrent Service, Pre-Service, and Post-Service Appeals as explained below. You should notify the Fund Office in the event that your appeal with Independence Administrators is not processed in a timely fashion.

You may continue to work with Independence Administrators in accordance with the Independence Administrators procedures. However, you may also file an

appeal directly with the Plan after you have completed one level of appeal with Independence Administrators or if Independence Administrators does not process your appeal on a timely basis. You do not have to exhaust all Independence Administrators procedures or state insurance remedies in order to file a lawsuit under ERISA; however, you are required to exhaust your right of appeal to the Board of Trustees in order to pursue a lawsuit under ERISA.

The Plan may request additional information to clarify any matters it deems appropriate. The time period in which the Plan will review your appeal and notify you of its decision varies depending on the type of treatment or services to which your appeal relates as follows:

Urgent Care Appeals: In case of urgent care, there is an expedited review process where you can call or write the Plan Administrator and where all necessary information regarding the review will be provided to you promptly. You will be notified of a decision on appeal with respect to a claim involving urgent care as soon as possible but no later than 72 hours after the appeal request has been received.

Concurrent Care Appeals: In case of concurrent care decisions, you will be notified of a decision on appeal with respect to a claim involving concurrent care prior to the termination of the benefit if the appeal is received prior to such event, or within a reasonable period of time but no later than 30 days after the appeal request has been received if the benefit has been terminated.

Pre-Service Appeals: You will be notified of a decision on appeal with respect to a pre-service claim within a reasonable period of time but no later than 30 days after the appeal request has been received.

Post-Service Appeals: You will be notified of a decision on appeal with respect to a post-service claim within a reasonable period of time but no later than 60 days from the date the request has been received.

Death Benefit Appeals: The Board of Trustees normally will consider an appeal of a death benefit claim determination at their regular meeting scheduled at least 30 days after the appeal is received absent other notice. Special circumstances may require an extension of time for consideration of an appeal to no later than the third meeting of the Board following the Plan's receipt of the review request. You will be notified in writing of any such extension prior to the commencement of the extension. This notice will include the special circumstances for which the extension is required and the date by which the Plan expects to render a decision on the appeal. You will be notified of the Plan's decision on appeal in writing as soon as possible but not later than 5 days after the determination is made.

Manner and Content of Notification of Benefit Determination on Review

In the event that an appeal is denied, the claimant will be notified electronically or in writing.

If the Plan Administrator fails to follow the claims appeals procedures as outlined above, you will have the right to bring a civil action in court.

The Board of Trustees can establish rules and regulations for administration of the Plan consistent with its obligations. The Board of Trustees' construction, interpretation or application of the Plan and Plan documents, including factual determinations and

eligibility determinations, is final, conclusive and binding on all persons.

The Board of Trustees makes the final decisions on participant benefit eligibility and on claims for benefits paid by the Plan.

External Appeals – Essential Health Benefits

A new appeal level has been added for the following essential health benefits:

- Ambulatory patient services
- Emergency services, including air ambulance services
- Hospitalization
- Maternity & newborn care
- Mental health & substance use disorder services
- Prescription drugs
- Rehabilitative services & devices
- Laboratory services
- Preventative & wellness services
- Pediatric services, including oral & vision

If your initial claim for an essential health benefit was denied by the Fund office, and you subsequently appealed the Fund denial to the Board of Trustees, and you are unsatisfied with the decision of the Board on your appeal, you have a right to an external review of your appeal by an Independent Review Organization (IRO).

External review does not apply if your appeal pertains to your eligibility to receive benefits under the Plan. Eligibility claims are not eligible for external review, but all other medical claims for essential benefits may be appealed to an external IRO.

You have four months from the date of receipt of an adverse benefit determination to file a request for external review with the

Fund Office. The Plan will notify you within six (6) days following the receipt of your request for expedited external review whether or not your claim is accepted for external review. It will not be accepted for external review if you did not exhaust the Fund's internal appeal step or if your claim pertains to a matter not subject to external review, such as a Plan eligibility claim or a non-essential health benefit claim.

The Plan will also notify you within this same time period if your appeal is incomplete because you failed to provide needed documentation. If your claim is incomplete you will have the longer of the initial four-month period to file an external appeal or 48 hours to provide the missing information otherwise the Plan may consider your appeal a non-expedited request for review.

If your claim is accepted for external review, the Fund Office will send the claim and all supporting documentation to an IRO. The Fund will rotate each external appeal between the three IROs. The IRO will notify you when it receives your request for external appeal from the Fund Office and give you an additional ten business days to submit additional information if you so choose. If you submit additional information the Plan will have the opportunity to review it and if it determines that your claim should be granted, the external appeal process will be terminated. The IRO will issue a decision within 45 days after it receives the request for review from the Fund Office.

You also have the right to request the Plan to process your appeal as an expedited external appeal if your claim is an urgent care claim.

The Fund has contracted with the following three IROs, which are authorized to review eligible adverse benefit claim determinations:

NMR (National Medical Reviews), Inc.
260 Knowles Ave.
Suite 330
Southampton, PA 18966

MES Group
100 Morse Street
Norwood, MA 02062

IMX Medical Management Services, Inc.
1700 Paoli Pike
Malvern, PA 19355

Assignment of Benefits Prohibited

You are expressly prohibited from assigning the benefits to which you are entitled under this Plan or your rights under ERISA with respect to this Plan to any third-party. In the event you obtain services from an out-of-network provider, payment will be made to you as the plan participant and it will be your responsibility to pay the out-of-network provider. You may **not assign your benefits to any provider and the Plan will not honor any assignment you make to a provider for any reason.** The Plan may, however, in its sole and exclusive discretion pay an out-of-network provider directly without waiver of this prohibition against assignments.

In accordance with the Plan's claims and appeals procedures, the Plan will allow a personal representative authorized by you to act on your behalf for purposes of pursuing your claims and appeals rights under the Plan. The Plan's recognition of a personal representative for this purpose shall not be construed as a waiver of the Plan's prohibition against assignments described above.

Lawsuits and Limitations Period

A claimant who is dissatisfied with an eligibility determination or benefit determination, or who is otherwise adversely affected by any action of the Board or Plan must exhaust the Plan remedies before any lawsuit. The Plan has no voluntary mediation or arbitration procedures and is not subject to nor bound by arbitration awards under collective bargaining agreements. A claimant who has exhausted Plan remedies may proceed with a lawsuit in accordance with federal law.

The Plan has a one-year limitations period on lawsuits, regardless of the state in which the lawsuit is filed. This rule also applies to any administrative proceedings, arbitration, or other legal actions on such a claim or other action or for any amount claimed to be payable from the Plan or its fiduciaries in connection with a claim or other action (including without limitation, monetary remedies or awards for failure to respond to a request for documents or retroactive payments) against the Plan or its fiduciaries.

The one-year limitations period ends one year after the final denial of an appeal or, if not appealed, the last denial of a claim, or other event (including, without limitation, a date of death or disability or a request for plan documents) giving rise to a claim for payment or reimbursement from the Plan or its fiduciaries. Notwithstanding the general rule, no administrative proceedings, arbitration, lawsuit or other legal action amount shall be instituted after the last day on which the participant or Plan can sue an insurer or other claims administrator handling or paying any benefit under the Plan and no amount shall be payable from the Plan or its fiduciaries on any such barred claim.

Subrogation and Reimbursement for Other Party Liability

This provision applies when the Plan has paid any benefits on your behalf or that of your eligible family member(s) in situations where another person or organization, including other insurance companies, is responsible for the payment of those expenses. Automobile accident injuries, injuries on the job, injuries caused by another person, or personal injury suffered on another's property are examples of cases subject to this provision. If you receive recovery or remuneration from a third party after you received benefits from the Plan, the Plan has a right of reimbursement and/or subrogation with respect to any and all proceeds you (or your eligible family member(s)) receive from any third party. These rights apply to the lesser of the amount recovered or the amount of benefits paid or payable by the Plan to or for you or for your eligible family member(s). The Plan's reimbursement and subrogation rights apply regardless of whether you or your eligible family members are made whole from any third-party recovery. The Plan will not be responsible for the attorney fees or costs of you or your eligible family member(s) in connection with any third party claim or right unless the Plan agrees in writing to pay for such fees or costs. These rules also apply to legal guardians or representatives of participants and eligible family members.

It is your duty to supply the Plan with any relevant information it needs for compliance with this provision, and refrain from any action that interferes with the Plan's rights. You may be requested to sign a subrogation and reimbursement agreement. Furthermore, you must notify the Plan, Independence Administrators and ESI of all covered services received that are related to the accident or illness.

In the event any payment is made by the Plan to an individual who is not entitled to payment or that any payment is made which exceeds the level of payment due under the term of this Plan, the Plan shall have the right to reduce future payments payable to such individual by the amount of such erroneous payment. This right of offset, however, shall not limit the right of the Plan to recover overpayments in any other manner.

If you or your eligible family member refuses to:

- Sign a subrogation and reimbursement agreement;
- Reimburse the Plan in accordance with these subrogation and reimbursement rules; or
- Cooperate with the Plan in its attempt to enforce these subrogation and reimbursement rules

Then, the Plan may:

- Deny benefits to any person who refuses to sign a subrogation and reimbursement agreement;
- Take necessary legal action to recover benefits paid;
- Adjust future benefit payments, including death benefit entitlements, to offset any uncollected payments due as a result of these subrogation and reimbursement provisions; or,
- Obtain other relief that is appropriate.

Due to controlling federal law, the Plan's self-funded benefits (including most Independence Administrators claims)

generally are NOT subject to state law limits on subrogation or third-party recoveries.

GENERAL INFORMATION ABOUT THE PLAN

This section provides you with general information about how the Plan is administered.

Your Obligations

You must complete an annual enrollment form and an annual coordination of benefits form. You and your family member's eligibility for all benefits may be terminated, as provided on the forms, if you fail to complete these forms on a timely basis.

Additionally, the Fund Office **MUST** be notified in writing if:

- You change your beneficiary.
- You get married or divorced. You must submit a copy of the marriage license, or a divorce decree, agreement, or a Qualified Domestic Relations Order.
- You add or drop a child. You must submit a copy of the birth or adoption certificate.
- An eligible family member passes away. You must submit a Death Certificate.
- You change your address.
- An eligible family member acquires, terminates or changes his/her benefit coverage through his/her employer.

Your coverage and benefits may be delayed or reduced in the absence of timely written notice. The Plan may also recover any

overpayment of benefits or other losses resulting from a failure to provide notice on a timely basis in writing.

Plan Name

Northeast Carpenters Health Fund

Type of Plan

This Plan is a collectively-bargained, multi-employer welfare plan. The Plan is a group health plan with respect to hospital, surgical, and other health care benefits such as dental, prescription, vision and mental health benefits. The Plan is intended to comply in all respects with the requirements of Title I of ERISA and other applicable law.

The Plan is self-administered and self-insured for all benefits paid under the Plan for all participants and beneficiaries. The actual day-to-day administration of the Plan is carried out at the Fund Office that was established for this purpose by the Board of Trustees. The Executive Director of the Fund, who is appointed by the Board of Trustees, and his/her office staff conduct the day-to-day administration of the Plan.

Plan Number

501

Employer Identification Number

22-6032181

Plan Year

January 1 through December 31 (Benefit Year is April 1 through March 31)

Agent for Service of

Legal Process

Kroll Heineman Ptasiewicz & Parsons LLC
99 Wood Avenue South, Suite 307
Iselin, New Jersey 08830

Susanin Widman & Brennan, P.C.
1001 Old Cassatt Rd, Suite 306
Berwyn, PA 19312

You may also serve legal process on a member of the Board of Trustees.

Contributing Employers

The Plan is supported primarily by contributions made by Employers. A list of contributing Employers is available for your review at the Fund Office.

The Plan is maintained and contribution amounts are determined according to the provisions of Collective Bargaining Agreements between the Union and/or the Association and/or Employers. Copies of the Collective Bargaining Agreements are available in the Fund Office.

Plan Administrator

The Administrator of the Plan is the Board of Trustees of the Trust Fund. The Board of Trustees includes eighteen Members. The Union appoints 9 members, and the Associated Construction Contractors of New Jersey appoints 8 members and the Drywall and Interior Contractors Association Inc. of New Jersey appoints 1 member.

Although the Board intends to continue the Plan indefinitely, they must reserve the right to amend or terminate the Plan at any time in accordance with applicable law.

The assets of the Plan are held in a Trust Fund under a Trust Agreement. The Board of

Trustees may, in its discretion, delegate management of certain Fund assets to an investment manager.

The basic financial records of the Plan and the Trust are maintained on a fiscal year basis. The fiscal year is the period from April 1 through the following March 31 while the Plan Year is January 1 through December 31.

Cost

The Plan is funded primarily by Employer contributions for work in Covered Employment, as required by the Collective Bargaining Agreement between the Union and your Employer(s) and by Participant or eligible family member contributions made pursuant to the Plan or applicable law. All contributions and earnings are held in a Trust Fund under a Trust Agreement.

Executive Fund Director

Mr. Pete Tonia
Executive Fund Director
Northeast Carpenters Health Fund
Raritan Plaza II, P.O. Box 7818
Edison, New Jersey 08818-7818
Phone: (800) 824-3096
Fax: (732) 417-0919
health@nrccf.org
<https://members.ncf.fund/>

Plan Amendment or Termination

The Trust Agreement or Plan may be amended or terminated at any time by mutual agreement of the Union and Associations or by vote of the Board of Trustees at a meeting called by written notice. Upon termination of the Fund, Internal Revenue Code rules governing the Fund provide that remaining assets must be distributed to pay outstanding benefits, and then to participants for the payment of life, sick, accident, or other

benefits to the members of such association or their eligible family members or designated beneficiaries.

The Plan is a multiemployer plan and will not deny an employer whose employees are covered under such a plan continued access to the same or different coverage under the terms of such a plan, other than

- for nonpayment of contributions;
- for fraud or other intentional misrepresentation of material fact by the employer;
- for noncompliance with material Plan provisions;
- because the plan is ceasing to offer any coverage in a geographic area;
- for failure to meet the terms of an applicable collective bargaining agreement, to renew a collective bargaining or other agreement requiring or authorizing contributions to the plan, or to employ employees covered by such an agreement.

In the case of a benefits provided through a network plan, benefits may terminate if there is no longer any individual enrolled through the employer who lives, resides, or works in the service area of the network plan. The Plan will apply this rule uniformly without regard to the claims experience of employers or any health status-related factor in relation to such individuals or their eligible family members.

ERISA RIGHTS

The following statement of your rights under the Employee Retirement Income Security Act of 1974 ("ERISA") is furnished in

compliance with ERISA Section 104(c). As a participant in the Plan, you are entitled to certain rights and protections under ERISA.

Receive Information About Your Plan and Benefits

ERISA provides that all plan participants shall be entitled to:

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the plan administrator, copies of plan documents governing the operation of the plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies. For 2009 and subsequent plan years, you may obtain an electronic copy of the plan's annual report by going to www.efast.dol.gov and using the Form 5500 search function.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Continue Group Health Plan Coverage

Under ERISA, you may continue health care coverage for yourself, spouse or children if there is a loss of coverage under the plan as a result of a qualifying event. You, your spouse, or your children may have to pay for such coverage. Review this summary plan description and documents governing the plan on the rules governing your COBRA Continuation Coverage rights.

ERISA provides for reduction or elimination of exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA Continuation Coverage, when your COBRA Continuation Coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a preexisting condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of a plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare

benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied, in whole or in part, you are entitled to receive a written explanation of the reason for the denial and copies of the documents relating to the decision without charge. Also, you have the right to appeal any denial, all within specific time schedules.

Under ERISA, there are steps you can take to enforce these rights. For instance, if you request copies of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a federal court. In such cases, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the plan administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may have a right to file suit in a state or federal court.

In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in federal court after you have exercised all claim and appeal rights within the time limits stated in the plan document and summary plan description unless you are legally excused from those procedures. If it should happen that plan fiduciaries misuse the plan's money or that you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the

person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees. The court also may impose sanctions against you if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest Area Office of the Employee Benefits Security Administration, U. S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

HIPAA USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

Privacy of PHI under HIPAA

The Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") provides procedures to safeguard your Protected Health Information. "Protected Health Information" is defined in government regulations and generally is any information about your past, present or future physical or mental health condition or payment for care that identifies or could be used to identify you. Any terms used in this section have the meanings set forth in the regulations issued under the Health Insurance Portability and Accountability Act.

As required by HIPAA, the Board of Trustees and Plan will:

- Authorized Use or Disclosure. Only use or disclose Protected Health Information as necessary for treatment, payment, health care operations and plan administration, or as permitted or required by law.
- Subcontractors and Agents. Require each agent and subcontractor to whom it provides Protected Health Information to agree to written contractual provisions that the agent or subcontractor will be subject to the same restrictions and conditions that apply to the Plan with respect to Protected Health Information.
- Permitted Purposes. Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the employers who contribute to the Plan or the Fund's office.
- Reporting. Report and record uses or disclosures of Protected Health Information that are inconsistent with those permitted by law of which they become aware.
- Protected Health Information Availability. Make Protected Health Information available to Participants and their eligible family members at the Fund Office so that they can inspect and copy their own individual Protected Health Information.
- Protected Health Information Correction. Permit Participants and their eligible family members to amend or correct Protected Health Information that is incorrect or incomplete. The Plan will incorporate any such amendments or corrections provided into Plan records.
- Accounting. Make Protected Health Information available to permit the Plan to provide an accounting of disclosures.
- Government Agencies. Make internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Department of Health and Human Services for purposes of determining the Plan's compliance with the Health Insurance Portability and Accountability Act of 1996.
- Return or Destruction of Protected Health Information. Return or destroy all Protected Health Information received from the Plan that the Board of Trustees or Plan maintains in any form will be if feasible, and no copies of such information will be retained, when such information is no longer needed for the purpose for which disclosure was made. If such return or destruction is not feasible, further uses and disclosures will be limited to those purposes that make the return or destruction of this information infeasible.
- Minimum Necessary Standard. Use their best efforts to request only the minimum necessary type and amount of Protected Health Information needed to carry out the functions for which the information is requested.
- Adequate separation. Take prudent measures to provide that adequate separation exists between the Plan and other offices or plans of the Union or

employers so that Protected Health Information will be used only for the Plan administration functions performed by the Union, employers or other plans for the Plan. For purposes of establishing adequate separation, the Board of Trustees will certify the employees or classes of employees of the common Fund Office who will have access to Protected Health Information for Plan administration purposes.

In addition, the Board of Trustees and Plan will report improper uses or disclosures of Protected Health Information to the privacy official of the Plan or the privacy official's designee for handling HIPAA violations.

Non-compliance by a Business Associate

The Administration will not be liable for a breach of the HIPAA Privacy requirements by a Business Associate except as required by law.

Security of Protected Health Information

The Security Rule of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") provides procedures to safeguard your "Electronic Protected Health Information". "Electronic Protected Health Information" is defined in government regulations and generally is any Protected Health Information that is created, received, maintained, or transmitted in electronic form. The security requirements of this Section are effective April 21, 2005. If any other provision(s) of this booklet conflicts with the requirements of this Section, this Section will control.

The Board of Trustees and Plan will safeguard Electronic Protected Health Information by:

- Administrative, Physical, and Technical Safeguards. Implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information the Board creates, receives, maintains, or transmits on behalf of the Plan.
- Security of Adequate Separation. Ensuring that the "adequate separation" between the Plan and other offices or plans of the Union or employers described in the "Privacy of Protected Health Information" section is supported by reasonable and appropriate security measures.
- Subcontractors and Agents. Ensuring that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate security measures to protect such information.
- Reporting. Reporting to the security official of the Plan or the security official's designee any Security Incident of which it becomes aware.

These requirements do not apply to Electronic Protected Health Information that the Board of Trustees; (1) receives pursuant to an appropriate authorization that complies with HIPAA regulations or that qualifies as "Summary Health Information" and that it receives for the purpose of either (a) obtaining premium bids for providing health insurance coverage under the Plan, or (b) modifying, amending, or terminating the Plan as authorized by the HIPAA Privacy Rules.

Summary Health Information is defined in HIPAA regulations and generally is claims data for the Plan from which most information that could be used to identify you individually is removed.

Hybrid entity

For purposes of complying with the HIPAA privacy and security rules, the Plan is a hybrid entity because it has both health plan and non-health plan functions. The Plan designates that the health care components covered by the HIPAA rules include only health benefit functions and not other Plan functions or benefits.

HITECH Breach Notification

HIPAA was amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act, which was enacted as part of the American Recovery and Reinvestment Act of 2009.

HITECH requires HIPAA-covered entities, such as the Plan, to respond to data breach events when unsecured protected health information is disclosed, accessed, or acquired by an unauthorized third party. The Plan must, within 60 days of knowledge of the data breach, notify the impacted individuals as well as the Department of Health and Human Services (“HHS”). If 500 or more people are affected, the Plan is required to give immediate notice to the media and the HHS, which will post notice of the breach on its website. In addition, plans must provide HHS with annual reports of all of their breaches each year, no matter the number.

Genetic Information and Non-Discrimination Act

The Plan may not disclose protected health information that is genetic information for underwriting purposes as this is prohibited by the Genetic Information Nondiscrimination Act (“GINA”).

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