# OHIO AFSCME CARE PLAN


# PRESCRIPTION DRUG HEALTHCARE REIMBURSEMENT ACCOUNT BENEFIT

**Effective:**
**March 1, 2014**

# OHIO AFSCME CARE PLAN

## To All Eligible Participants:

The Ohio AFSCME Care Plan is administered by a Board of Trustees comprised of seven Union representatives and seven Employer representatives. The Ohio AFSCME Care Plan receives contributions from your employers pursuant to the provisions of the collective bargaining agreement between your Union and your Employer. The Board of Trustees uses those contributions to provide a benefit plan.

This booklet describes your prescription drug Healthcare Reimbursement Account (HRA) benefit. The benefit is provided directly from the Care Plan. Your life insurance, dental, vision, and hearing aid benefits are described in other booklets which will be provided to you if you are eligible to receive those benefits, and your Employer and your Union have negotiated for the provision of these benefits from the Care Plan. The rules regarding eligibility for the prescription drug HRA benefit, a description of the benefit, and amounts payable for the benefit are set forth in this booklet. You must follow the provisions of the Plan for a prescription drug benefit to be paid.

Please carefully read the information in this booklet and the other booklets so that you will become familiar with all the benefits provided to you and your eligible dependents under the Plan.

Sincerely,

**BOARD OF TRUSTEES**

R. Sean Grayson, Chair
Deborah Allison, Secretary
Marcia Knox, Trustee
Marty Gehres, Trustee
Donald Czeriak, Trustee
Jennifer Esposito, Trustee
Emily Bell, Trustee
Thomas J. Ritchie Sr., Trustee
Mark Davidson, Trustee
Gloria Langford, Trustee
Renita Jones-Lee, Trustee
Deborah Southerington, Trustee
Gary Martin, Trustee
John Johnson, Trustee

**OHIO AFSCME CARE PLAN**
1603 East 27th Street
Cleveland, Ohio 44114
(216) 781-6420

Eddie Lawson, Plan Administrator

# COBRA
# CONTINUATION COVERAGE
## "Very Important Notice"

### Introduction

You are getting this notice because you recently gained coverage under a group health plan (the Plan). This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it. When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For additional information about your rights and obligations under the Plan and under federal law, you should review the Plan's Benefit booklet or contact the Plan Administrator.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally does not accept late enrollees.

### What is COBRA 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." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation must pay for COBRA continuation coverage.

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

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

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

- Your spouse dies;
- Your spouse's hours of employment are reduced;

- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

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

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

## When is COBRA Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or the employee's becoming entitled to Medicare benefits (Under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

## You Must Give Notice of Some Qualifying Events

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

**CLEVELAND**
1603 East 27th Street
Cleveland, Ohio 44114
(216) 781-6420
(800) 526-7201

**CINCINNATI**
11461 Northlake Drive
Cincinnati, Ohio 45249
(513) 641-4111
(800) 562-1822

## How is COBRA Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), employee's divorce or legal separation, or a dependent child losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of **36 months**. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare eight months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of **18 months**. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

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

If you or anyone in your family covered under the Plan is determined by the Social Security Administration (SSA) to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. You must notify the Plan of your disability within the initial 18-month period of the continuation coverage or if later, within sixty (60) days after SSA issues the disability determination.

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

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the

spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred. In all these cases, you must make sure that the Plan Administrator is notified of the second qualifying event within 60 days of the second qualifying event. You must provide this notice to your applicable Plan office:

**CLEVELAND**
1603 East 27th Street
Cleveland, Ohio 44114
(216) 781-6420
(800) 526-7201

**CINCINNATI**
11461 Northlake Drive
Cincinnati, Ohio 45249
(513) 641-4111
(800) 562-1822

***Are there other coverage options besides COBRA Continuation Coverage?***

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through 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 continuation coverage. You can learn more about many of these options at www.healthcare.gov.

## Trade Act of 2002

If you qualify for Trade Adjustment Assistance (TAA) as defined by the Trade Act of 2002, then you will be provided with an additional 60-day enrollment period, with continuation coverage beginning on the date of such TAA approval.

## If You Have Questions

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

## Keep Your Plan Informed of Address Changes

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

## Plan Contact Information

If you have changed marital status, or you, your spouse or dependents have changed addresses, please notify the Plan Administrator at Ohio AFSCME Care Plan at one of the following addresses:

**CLEVELAND**
1603 East 27th Street
Cleveland, Ohio 44114
(216) 781-6420
(800) 526-7201

**CINCINNATI**
11461 Northlake Drive
Cincinnati, Ohio 45249
(513) 641-4111
(800) 562-1822

## USERRA CONTINUATION COVERAGE

If you are called into military service (active duty or inactive duty training) or certain types of service in the National Disaster Medical System, you may elect to continue your health coverage, as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

If you are called into military service for up to 31 days, your group health care coverage will continue if you make the required employee contributions, if applicable. If you are called into military service for more than 31 days, you and your eligible dependents may continue coverage by paying the required monthly premiums for up to 24 months under USERRA.

Your coverage will continue until the earlier of:

- The date you or your dependents do not make the required premium payment;
- The date you become eligible for coverage under the Ohio AFSCME Care Plan;
- The end of the period during which you are eligible to apply for re-employment in accordance with USERRA;
- The last day of the month after 24 consecutive months; or
- The date the Ohio AFSCME Care Plan terminates.

You need to notify the Plan Administrator at one of the Local offices at least 30 days prior to the date you will leave for the military. For more information about the election of USERRA coverage and payment of the required premiums, contact one of the following:

**CLEVELAND**
1603 East 27th Street
Cleveland, Ohio 44114
(216) 781-6420
(800) 526-7201

**CINCINNATI**
11461 Northlake Drive
Cincinnati, Ohio 45249
(513)641-4111
(800) 562-1822

If you do not elect to continue coverage under USERRA, your coverage will end immediately when you enter military service. Your eligible dependents may continue coverage under the Ohio AFSCME Care Plan by electing and making self-payments for COBRA Continuation Coverage.

Upon your discharge from military service, you may apply for reemployment with an employer in accordance with USERRA. Such reemployment includes the right to elect reinstatement in any health insurance coverage offered under the Ohio AFSCME Care Plan. According to USERRA guidelines, reemployment and reinstatement deadlines are based on your length of military service and your honorable discharge from that service.

The following information outlines the deadlines that apply to your rights to reemployment and reinstatement of health care coverage. When you are discharged or released from military service that lasted:

- Less than 31 days, you have one day after discharge (allowing eight hours for travel) to return to work for an employer;
- More than 30 days but less than 181 days, you have up to 14 days after dis charge to return to work for an employer;
- More than 180 days, you have up to 90 days after discharge to return to work for an employer.

When you are discharged, if you are hospitalized or recovering from an illness or injury that was incurred during the military service, you have until the end of the period that is necessary for you to recover to return to work for an employer.

If you take military leave but do not elect USERRA coverage within sixty days of the receipt of the notice of your right to elect the coverage, your health insurance coverage offered under the Ohio AFSCME Care Plan will terminate. When you meet the re-employment deadlines and return to work with an employer, your health insurance coverage will be reinstated upon your re-employment date without regard to any waiting periods or pre-existing condition limitations.

# I. ELIGIBILITY

## A. Employee

**1. Effective Date of Your Benefit Coverage.** You are eligible to receive benefits as a Participant of the Ohio AFSCME Care Plan on the first day of the month on which your employer is first required to make a monthly contribution to the Plan on your behalf in accordance with the provisions of your collective bargaining agreement or in accordance with the participation agreement of your employer provided that you meet all of the following eligibility requirements:

(a) Your employer offers a group health plan (medical benefit coverage) to you as an employee that provides "minimum value" as defined by Healthcare Reform rules,

(b) You are actually enrolled in a group health plan (medical benefit coverage) that provides "minimum value" as defined by Healthcare Reform rules. That group health plan coverage can be with the group health plan of either your employer, your spouse, or your parents, and

(c) You have submitted the required forms to the Ohio AFSCME Care Plan confirming this information.

**2. Termination Date of Your Benefit Coverage.** You will no longer be eligible to receive benefits as of the last day of the month for which your employer is last required to make a contribution to the Plan on your behalf in accordance with the provisions of your collective bargaining agreement or participation agreement, if applicable. You will no longer be eligible to receive benefit coverage after the last day on which you are able to certify to the Ohio AFSCME Care Plan that you are actually enrolled in a group health plan that provides "minimum value" as defined by Healthcare Reform Rules.

**3. Exceptions to the Termination of Your Benefit Coverage**.

**a. Approved Leave of Absence.** if your benefit coverage terminates because of approved leave of absence, your benefit coverage may be continued during the period of approved leave of absence but not for longer than twelve (12) months, provided you pay the required contributions to the Plan in advance for each month for which your benefit coverage is to be continued beginning with the first month following the termination of your eligibility for benefit coverage.

**b. Disability.** If your benefit coverage terminates because of disability, your eligibility for benefit coverage will be extended for three (3) months subject to submission of any information required by the Plan to verify your disability. At the end of three (3) months, benefit coverage may be continued during the period of your disability but not for longer than nine (9) months provided you pay the required contributions to the Plan for each month following the termination of your eligibility for benefit coverage.

**c. Cobra Continuation Coverage.** See the Cobra Continuation Coverage "Very Important Notice" for a summary of your rights and obligations to continue coverage for a limited time period through self-payment to the Plan.

**d. USERRA Continuation Coverage.** See the USERRA Continuation Coverage section for a summary of your rights and obligations to continue coverage for a limited time period.

**4. Waiver of Coverage.** You have the right to elect to not receive coverage under this Plan by notifying the Plan Administrator in writing.

## B. Benefit Plan Coverage For Your Dependents

**1. Definition of Dependent.** Dependent means only (1) your spouse, or (2) your child, including a legally adopted child or any stepchild who is less than twenty-eight (28) years of age.

**2. Dependents' Eligibility Date.** You become eligible for coverage for your dependents on the later of (1) your eligibility date for benefit coverage, or (2) the date you acquire your first dependent.

**3. Dependents' Effective Date.** The benefit coverage for each eligible dependent will become effective on the date he or she qualifies as a dependent.

**4. Termination of Dependents' Benefit Coverage.** Your dependents' benefit coverage will automatically terminate on the earlier of (a) the date your benefit coverage terminates, or (b) the date he or she ceases to qualify as a dependent.

**5. Exceptions to the Termination of Your Dependents' Benefit Coverage.**

**a.** Dependent children are eligible to participate in the Plan up to age 28. The benefit coverage of a dependent child will not cease solely because the child has passed the upper age limit for dependent children as long as the child is not capable of self-support because of mental or physical disability and:

1. the disability began before the upper age limit was reached under the Plan and the dependent disabled child was an eligible dependent under the Plan when he/she reached the upper age limit; and
2. is unmarried and depends on the Employee for financial support.

The Plan may require periodic proof of mental or physical disability. If not provided earlier, written notice of mental or physical disability must be provided to the Plan office within 31 days of when the dependent child attains age 28. This extension will continue until the earliest of (1) the date he or she ceases to be eligible for reasons other than age, (2) the date he or she ceases to be incapacitated, or (3) the thirty-first (31st) day after we request additional proof of his or her incapacity if you fail to furnish such proof.

**b. COBRA Continuation Coverage**. See the COBRA Continuation Coverage "Very Important Notice" for a summary of your rights and obligations to continue coverage for a limited time period through self-payment to the Plan.

**6. Waiver of Coverage.** You have the right to elect to not receive coverage for your Dependents under this Plan by notifying the Plan Administrator in writing.

# II. SUMMARY OF PRESCRIPTION DRUG BENEFIT (HRA)

## For You and Your Dependents

**Prescription Drug Benefit.** The Plan reimburses 90% of the cost of prescription drugs paid for by you or your eligible dependents up to a maximum amount of *$600.00 effective January 1, 2018 per calendar year.*

# III. PRESCRIPTION BENEFIT

**Prescription Benefit.** If you or your dependent incurs expense during any calendar year for (1) federal legend or state controlled drugs or medicines which under Federal and State Law may be dispensed only upon written prescription of a doctor, or (2) insulin upon the written prescription of a doctor, we will reimburse you 90% of your cost for the prescription drug. For example, if the expense of your prescription is $10.00, you will be reimbursed a prescription drug benefit of $9.00.

The following limitation is in place on the prescription drug Viagra:

- Limit, 12 pills for a 30-day period
- Limit, 36 pills for a 90-day supply.
- Will not be covered for anyone under 18 years of age.

**Excluded Expense.** The Plan does not pay for your expenses for:

1. Drugs or medicines dispensed while confined in a hospital, extended care facility, rest home, nursing home, sanitarium, psychiatric facility, or other similar institution, or at an emergency room, urgent care facility, or physician's office.
2. Beauty aids, cosmetics and dietary supplements.
3. Professional charges for the administrative or injection of drugs or medicine.
4. Charges for therapeutic devices or appliances such as hypodermic needles, syringes, support garments, and other non-medical substances.
5. All drugs or medicines to the extent provided under (a) any other Group Plan, including any Union or Association Welfare Plan, or (b) any governmental plan or law under which you or your dependent is entitled to coverage, whether or not you or your dependent has elected such coverage.
6. Any drug or medicines which, when taken or used in accordance with directions of the prescribing doctor, are made available in sufficient quantity to provide more than a thirty-four (34) day supply without necessity for a refill.

## IV. DEFINITIONS

**"Calendar Year"** means the period of twelve (12) consecutive months beginning with the first day of each January.

**"Expense Incurred"** means only fees and prices regularly and customarily charged for prescription drugs generally furnished in the particular geographical area concerned. Expense is considered to be incurred on the date the service or supply is rendered or obtained.

**"Hospital"** means an institution which (1) has permanent, full-time facilities for bed care of (5) or more resident patients, (2) has a doctor in regular attendance, (3) provides twenty-four (24) hours a day service by Registered Nurses, (4) primarily provides diagnostic and therapeutic facilities for medical and surgical care of patients, and (5) is not a rest home, nursing home, convalescent home, or a place for the aged or drug addicts. The term "Hospital" will also include a community mental health facility or alcohol treatment facility certified by the appropriate regulatory agency of the State of Ohio or approved by the Joint Committee or Accreditation of Hospitals.

**"Doctor"** means the Doctor of Medicine or Doctor of Osteopathy. To the extent that benefits are provided and while practicing within the scope of his or her license, doctor will include a dentist, podiatrist, chiropractor, optometrist, or psychologist.

## V. COORDINATION OF MEDICAL BENEFITS

Payment of Prescription Drug Benefits under the Plan is subject to Coordination of Benefits.

**"Coordination of Benefits"** means that if you or your eligible dependents are covered under more than one Plan, the total amount payable under This Plan, when added to the amount or value of the benefits or services provided by all Other Plans, will not exceed the amount of the Allowed Expense which is incurred. In no event will the amount paid by us be more than would be paid if there were no Other Plan. Coordination of Benefits provisions will be applied on a calendar year basis.

The term **"Other Plan"** means any other coverage for prescription drug benefits under: (a) an insurance policy, a service Plan contract, a pre-payment Plan or other non-insured Plan, or (b) Medicare.

Other Plan does not include: (a) an accidental injury policy provided through a school for students through grade twelve (12), (b) a hospital indemnity Plan except as allowed by law, (c) the Civilian Health and Medical Program of the Uniformed Service (CHAMPUS), nor (d) an individual policy except one which provides "no-fault" automobile insurance or is issued on a franchise basis. "No-fault" automobile insurance means coverage under which personal injury benefits are paid as expenses accrue without regard to fault.
The term **"Allowed Expense"** means the charge for a prescription drug which is customary, needed and reasonable and for which the claimant is entitled to payment under one or more Plans. When any Other Plan provides services rather than cash payment, the reasonable cash value of each service will be an Allowed Expense.

If a person is covered under This Plan and under one or more Other Plans, the following rules will apply. In these rules, the Plan which pays first does so without regard to coverage under Other Plans.

1. A Plan which does not provide for Coordination of Benefits will pay its benefits first.
2. A Plan which covers a person other than as a dependent will pay its benefits before the Plan which covers the person as a dependent.
3. A Plan which covers a person as a dependent spouse will pay its benefits before the Plan which covers the person as a dependent child.
4. When a child is covered by the Plans of both parents, unless they are divorced or legally separated, the Plan of the parent whose birthday occurs earlier in the Calendar Year, regardless of the year of birth, will pay first. However, if the Other Plan's Coordination of Benefits provisions do not use the parents' birthdays to determine which of the parents' Plans pays first, the Other Plan's provisions will make the determination.
5. If a child's parents are divorced or legally separated, payment will be made: (a) under the Plan of the parent with custody before the Plan of the step-parent or of the parent without custody, or (b) under the Plan of a step-parent before the Plan of the parent without custody. However, if, by court decree, one parent is held responsible for the child's health care expenses, payment will be made first under the Plan of that parent.
6. When the rules above do not apply, the Plan which has covered the person for the longer period of time will pay its benefits first. A new Plan is not established when coverage by one carrier is replaced within one day of that another.

With the consent of the covered person, we may release to or obtain from the Other Plan any data needed to carry out these provisions or those of Other Plans.

We have the right to recover from Other Plans or persons any payments made which exceed those required by these provisions. We also have the right to make direct payment to Other Plans or persons of amounts paid by them which should have been paid by us. Such payment will be deemed benefits paid under This Plan and will discharge our liability to the extent of the payment.

## VI. BENEFIT CLAIM PROCEDURE

In order to receive payment of your prescription drug benefit, a claim form must be submitted to:

**CLEVELAND**
1603 East 27th Street
Cleveland, OH 44114
(216) 781-6420
(800) 526-7201

**CINCINNATI**
11461 Northlake Drive
Cincinnati, Ohio 45249
(513) 641-4111
(800) 562-1822

We will pay the prescription drug expense benefits to you. If any benefits are payable after your death, we may pay the benefit to any person related to you whom we deem is entitled to the payment; we will then be discharged to the extent of payment.

Claims will be processed upon receipt of the claim form. **All benefit claims must be received by December 31 after the end of the calendar year in which the expense for the prescription drug benefit was paid. For example, all benefit claims for 2014 must be received by December 31, 2015.**

## VII. GENERAL INFORMATION

No legal action on claims will be taken within sixty (60) days after a benefit claim is submitted as required by the benefit Plan nor later than three (3) years after the benefit claim is required to be submitted to the Plan office.

The benefit Plan does not replace nor affect any requirement for coverage by workers' compensation insurance.

Any provision of the benefit Plan which is in conflict with the laws of the governing jurisdiction is hereby amended to conform to the minimum requirements of such law.

## VIII. INFORMATION REQUIRED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

The Ohio AFSCME Care Plan (The Plan) is administered by a joint Board of Trustees, consisting of fourteen (14) Trustees, seven (7) appointed by the Employers participating in the Plan, and seven (7) appointed by the Union. The Board of Trustees has been designated as the agent for the service of legal process.

The joint Board of Trustees is responsible for the operation and administration of the Plan. As of December 1, 2017, the members of the Board of Trustees are:

**Employer Trustees**

Ms. Deborah Allison
City of Cincinnati
805 Central Avenue
Suite 100, Centennial Two
Cincinnati, Ohio 45202

Mr. Marty Gehres
Clerk of Dayton Municipal Court
301 West 3rd Street
Dayton, Ohio 45402

Ms. Jennifer Esposito
The MetroHealth System
2500 MetroHealth Drive
Cleveland, Ohio 44109

Mr. Mark Davidson
Chief Financial Officer Huntington
Water Quality Board
555 Seventh Avenue
Huntington, WV 25701

Ms. Gloria Langford
Director of Benefits
Cuyahoga County
2079 East 9th Street 2-700
Cleveland, Ohio 44115

Ms. Deborah Southerington
Human Resources
The Metro Health System
2500 Metro Health Drive
Cleveland, Ohio 44109

Mr. Thomas J. Ritchie Sr.
Dayton Civil Service Board Member
1644 Spaulding Rd.
Dayton, Ohio 45342

**Union Trustees**

Mr. R. Sean Grayson
President
AFSCME Ohio Council 8, AFL-ClO
6800 North High Street
Worthington, Ohio 43085

Ms. Marcia Knox
First Vice President
AFSCME Ohio Council 8, AFL-ClO
6800 North High Street
Worthington, Ohio 43085

Ms. Renita Jones-Lee
Cincinnati Regional Director
11461 Northlake Drive
Cincinnati, Ohio 45249

Mr. Donald Czerniak
Toledo Regional Vice President
3736 Lainar Drive
Toledo, Ohio 44114

Ms. Emily Bell
Cincinnati Regional Vice President
President-AFSCME Local 232
11461 Northlake Drive
Cincinnati, Ohio 45249

Mr. Gary Martin
Associate Director
OAPSE/AFSCME Local 4, AFL-ClO
255 Trail East
Etna, Ohio 43062

Mr. John Johnson
Athens Regional Director
AFSCME Ohio Council 8, AFL-CIO
36 South Plains Road
The Plains, Ohio 45780

If you wish to contact the Board of Trustees, you may do so in care of Ohio AFSCME Care Plan, 1603 East 27th Street, Cleveland, Ohio 44114.

The Board of Trustees is designated as the Plan Administrator. This means that the Board of Trustees is responsible for seeing that the information regarding the Plan is disclosed to Plan participants and beneficiaries and to governmental agencies in accordance with the requirements of the Employee Retirement Income Security Act of 1974 (ERISA). Day-to-day details for the Plan are handed for the Board of Trustees by the Plan Administrator who may be reached at 1603 East 27th Street, Cleveland, Ohio 44114, (216) 781-6420.

Plan participants and beneficiaries may write to the Board of Trustees to find out if a particular employer is one of the contributing employers on behalf of participants working under a collective bargaining agreement, and, if so, to find out the employer's address. The Plan is maintained pursuant to collective bargaining agreements, and Plan participants may obtain a copy of any such agreement for a reasonable charge by writing to the Board of Trustees.

The Plan's benefits for eligible participants are provided through employer contributions made to the Plan under either the applicable collective bargaining agreement or participation agreement.

All assets of the Plan are held in Trust by the Board of Trustees. The Plan is an employee welfare benefit Plan maintained for the purpose of providing, as applicable in each collective bargaining agreement or participation agreement, loss of life benefits, including accidental death and dismemberment benefits, dental benefits, vision benefits, hearing aid benefits, and prescription drug benefits. A detailed written description of the Plan benefits that you, as a participant, are entitled to, is available at the Plan's administrative office, and you may also obtain a free copy of the booklets that describe the benefits available to you by writing or calling the administrative office at the address and telephone number shown above. If you wish to inspect or receive copies of any documents relating to the Plan, contact the Plan administrative office. You will be charged a reasonable fee to cover the cost of any material you wish to receive.

The number assigned to the Board of Trustees by the Internal Revenue Service is 34-6726788, the number assigned to the Plan by the Board of Trustees is 501. The financial records of the Plan are maintained on a fiscal period commencing March 1 and ending on the following February 28 of each year.
The Plan provides for different benefits for different groups of employees. The

benefits available to you vary according to the collective bargaining agreement or participation agreement under which you are working. The rules which describe your eligibility for benefits are contained in the Plan description booklets issued to you. If you have any questions concerning your eligibility, you may call or write the Plan administrative office.

As a participant in this Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

**Receive Information About Your Plan and Benefits**

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites and union halls, all documents, 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 Pension and Welfare Benefit Administration.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

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**

Continue health care coverage for yourself, spouse, or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this summary plan description and the documents governing the Plan on the rules governing your COBRA continuation coverage rights.

**Prudent Actions by Fiduciaries**

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

**Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to known why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of a plan document or the latest annual report from the Plan and do not receive them within thirty (30) days, you may file suit in federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in federal court. If it should happen that the Plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay those costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

**Assistance With Your Questions**

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

## IX. CLAIMS FILING AND APPEAL PROCEDURE

To make a claim for benefits under this Plan, follow these instructions:

**Filing of Claims.** To be reimbursed for all benefits, obtain a claim form from the Plan administrative office or submit a claim form provided by the Care Plan.

All claims submitted must be accompanied by any bills, proof, or information reasonably required to process the claim submitted.

Upon receipt of the completed forms, a decision on your claim will be made within ninety (90) days. If further time is required for a decision, you will be notified with an explanation of why more time is necessary, and in that case, a decision then will be made on your claim within one hundred eighty (180) days after receipt of your completed application.

**Appeal and Review Procedure.** If your claim for benefits is denied in whole or in part, you will receive written notification stating the specific reason or reasons for the denial, specific reference to Plan provisions on which the denial is based, and, if applicable, a description of any additional material or information necessary to complete the claim with an explanation of why the material or information is required. You will also receive an explanation of the claims appeal procedure. If you are not satisfied, or do not agree with the reasons for the denial of your claim, you may appeal and request a written review within sixty (60) days of the date you received the letter denying your claim. The appeal must be in writing, and can be made either by your or your authorized representative. In it you must set out your disagreement. You may also request an opportunity to review necessary and pertinent documents which may affect your appeal.

**Who Is Responsible to Make a Decision on Your Appeal?** The review shall be by the Board of Trustees of the Plan. Send your appeal to:

Board of Trustees
Ohio AFSCME Care Plan
1603 East 27th Street
Cleveland, Ohio 44114

An applicant who has not received a decision on his claim for benefits within ninety (90) days (or one hundred eighty [180] days if you have been notified of special circumstances) may request a review of his claim.

Your claim appeal will be promptly reviewed, and you will be advised of a decision within sixty (60) days after receipt of your appeal, unless special circumstances require an extension of time for processing, in which case a decision shall be made within one hundred twenty (120) days. The decision will be in writing and will include the specific reasons for the decision and specific references to Plan provisions on which the decision is based.

# IMPORTANT NOTICE

**It is important that you contact the Plan Office to:**

1. **Fill out an ENROLLMENT CARD.**
2. **Change your home address whenever you move.**

## For further information call or write

## OHIO AFSCME CARE PLAN

**CLEVELAND**
1603 East 27th Street
Cleveland, Ohio 44114
(216) 781-6420
(800) 526-7201
Eddie Lawson, Plan Administrator

**CINCINNATI**
11461 Northlake Drive
Cincinnati, Ohio 45249
(513) 641-4111
(800) 562-1822