

BUILDING TRADES WELFARE BENEFIT FUND  
50 CHARLES LINDBERGH BLVD. STE. 207  
UNIONDALE, NY 11553  
Phone: 516-833-9300 Fax: 516-833-9350

July 9, 2013

SUMMARY OF MATERIAL MODIFICATIONS

The Board of Trustees of the Building Trades Welfare Fund has adopted the following change to the Building Trades Welfare Fund's Summary Plan Description ("SPD"). Please keep this document with your SPD.

Effective November 1, 2012, the following new subsection (n) is added to page 42 as a covered expense under the Major Medical benefit.

(n) the cost of purchasing one hair prosthesis as a result of hair loss following chemotherapy.

Notice of Grandfathered Status under the Patient Protection and Affordable Care Act

This group health plan believes this plan is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the Building Trades Welfare Benefit Fund at 516-833-9300. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform)

BUILDING TRADES WELFARE FUND  
50 CHARLES LINDBERG BLVD. STE. 207  
UNIONDALE, NEW YORK 11553  
516-833-9300

September 16, 2013

SUMMARY OF MATERIAL MODIFICATIONS

The Board of Trustees of the Building Trades Welfare Fund has adopted the following change to the Building Trades Welfare Fund's Summary Plan Description ("SPD"). Please keep this document with your SPD.

1. Effective July 1, 2013, number 17 on page 54 under the Limitations and Exclusions subsection for Prescription drugs is deleted and restated as follows

(17) federal legend vitamins, except for vitamin D.

2. Effective January 1, 2014, the first paragraph under the definition of dependent on page 20 is deleted and restated as follows:

In General. Dependent(s) means the legal spouse of the opposite sex and each child under the age of 26.

Notice of Grandfathered Status under the Patient Protection and Affordable Care Act

This group health plan believes this plan is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the Building Trades Welfare Benefit Fund at 516-833-9300. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform)

BUILDING TRADES WELFARE BENEFIT FUND  
50 CHARLES LINDBERGH BLVD. STE. 207  
UNIONDALE, NEW YORK 11553  
516-833-9300

November 13, 2013

SUMMARY OF MATERIAL MODIFICATIONS

The Board of Trustees of the Building Trades Welfare Fund has adopted the following change to the Building Trades Welfare Fund's Summary Plan Description ("SPD"). Please keep this document with your SPD.

1. Effective October 1, 2012, the following new subsection (o) is added to page 43 as a covered expense under the Major Medical benefit.

(o) The cost of specialty infant formula when medically necessary for a dependent child covered under the Plan.

2. Effective July 8, 2013, the following new paragraph is added to the end of the Section entitled "What Happens If My Claim is Denied on Appeal?" on page 80.

If you wish to file lawsuit regarding the denial of a claim of benefits, you must do so within three (3) years of the date the Trustees denied your appeal. For all other actions against the Fund or Trustees, you must file a lawsuit within three (3) years of the date on which the violation of Plan terms is alleged to have occurred. Additionally, any lawsuit against the Fund or the Trustees must be filed in either the Eastern District or Southern District Courts in the State of New York. These rules apply to all claimants, including you, your spouse, your Dependents, and any provider who provided services under the Plan. This Section applies to all litigation against the Fund and Trustees, including litigation in which the Fund is named as a third party defendant.

Notice of Grandfathered Status under the Patient Protection and Affordable Care Act

This group health plan believes this plan is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the Building Trades Welfare Benefit Fund at 516-833-9300. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform)

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**BUILDING TRADES WELFARE BENEFIT FUND**  
50 Charles Lindbergh Blvd. Ste 207  
Uniondale, NY 11553

February 19, 2014

**SUMMARY OF MATERIAL MODIFICATIONS**

The Board of Trustees of the Building Trades Welfare Fund has adopted the following clarification to the Building Trades Welfare Fund's Summary Plan Description ("SPD"). Please keep this document with your SPD.

**The following subsection 4 is added to the coordination of benefit provisions on page 17:**

(4) If the individual is covered under this Plan after the termination of employment with a Contributing Employer to complete the remainder of the Coverage Period, and another Health Plan, the other Health Plan is primary.

**Notice of Grandfathered Status under the Patient Protection and Affordable Care Act**

This group health plan believes this plan is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the Building Trades Welfare Benefit Fund at 516-833-9300. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform)

**BUILDING TRADES WELFARE BENEFIT FUND**  
50 Charles Lindbergh Blvd. Ste 207  
Uniondale, NY 11553  
516-833-9300

May 1, 2104

**SUMMARY OF MATERIAL MODIFICATIONS**

The Board of Trustees of the Building Trades Welfare Fund has adopted the following changes to the Building Trades Welfare Plan to comply with the Patient Protection and Affordability Health Care Act. This document should be keep with your Summary Plan Description ("SPD").

1. **Effective January 1, 2014, the dental expense benefit summarized on page 9 is revised to add the following language respect to the Orthodontic Services benefit as follows:**

The lifetime and quarterly maximums do not apply to certain orthodontic services that are considered essential health benefits (see page 52).

2. **Effective January 1, 2014, the language on page 52 under the Section entitled "Orthodontic Services" is deleted and replaced with the following:**

**Orthodontic Services**

The Fund will pay up to \$750.00 per quarter to a maximum of \$3,000.00 lifetime for all approved orthodontic procedures and appliances performed on Dependent children that commence between ages eight and nineteen inclusive. The lifetime and quarterly maximums do not apply to orthodontic services that are considered essential health benefits in New York (e.g., cleft palate and cleft lip; maxillary/mandibular micrognathia (underdeveloped upper or lower jaw); extreme mandibular prognathism; severe asymmetry (craniofacial anomalies); ankylosis of the temporomandibular joint; and other significant skeletal dysplasias.)

## **Grandfathered Status under the Patient Protection and Affordable Care Act**

This group health plan believes this plan is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the Building Trades Welfare Benefit Fund at 516-833-9300. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform)

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**BUILDING TRADES WELFARE BENEFIT FUND**  
50 Charles Lindbergh Blvd. Ste 207  
Uniondale, NY 11553

September 15, 2014

**SUMMARY OF MATERIAL MODIFICATIONS**

The Board of Trustees of the Building Trades Welfare Benefit Fund ("Fund") has adopted the following changes to the Building Trades Welfare Benefit Plan ("Plan"). This document summarizes the changes. Please keep this document with your Summary Plan Description ("SPD").

1. Effective May 7, 2013, the following sentence is added to the end of the first paragraph under the Section entitled "When Am I Eligible?" on page 10:

Beginning August 1, 2012 through December 31, 2014, a Participant is eligible for coverage during a Coverage Period if the Participant worked in Covered Employment for an average of 80 hours per month during the corresponding Contribution Period, and contributions are received by the Fund on the Participant's behalf.

2. Effective May 7, 2013, the following sentence is added at the end of the third paragraph under the Section entitled "When Am I Eligible?" on page 10:

Between August 1, 2012 and December 31, 2014, a new employee will become eligible for benefits on the first day of the month after working an average of 80 hours per month for three months or 240 hours during the preceding three months, and the Fund has properly received contributions from the employee's Employer on his behalf for those months.

3. Effective May 1, 2013, the following sentence is added to the end of the first paragraph under the Section entitled "Under What Circumstances Might I Become Ineligible or Risk Denial, Forfeiture, Suspension, or Reduction of Benefits?" on page 11:

From August 7, 2012 through December 31, 2014, you will remain eligible for coverage under the Plan during each Coverage Period if you work an average 80 hours per month in covered employment for a Contributing Employer during the corresponding Contribution Period, provided contributions are actually received by the Fund on your behalf.

4. Effective February 13<sup>th</sup> 2014, the following new subsection (o) is added to page 43 as a covered expense under the Major Medical benefit.

(o) The cost of purchasing cold caps for chemotherapy patients when medically necessary.

**Grandfathered Status under the Patient Protection and Affordable Care Act**

This group health plan believes this plan is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the Building Trades Welfare Benefit Fund at 516-833-9300. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform)

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BUILDING TRADES WELFARE BENEFIT FUND  
50 CHARLES LINDBERGH BLVD. STE. 207  
UNIONDALE, NY 11553  
516-833-9300

November 25, 2014

SUMMARY OF MATERIAL MODIFICATIONS

The Board of Trustees of the Building Trades Welfare Benefit Fund ("Fund") has adopted the following changes to the Building Trades Welfare Benefit Plan ("Plan"). This document summarizes the changes. Please keep this document with your Summary Plan Description ("SPD").

1. Effective July 1, 2014, the last sentence of the first paragraph under the Section entitled "When Am I Eligible?" on page 10 is deleted and replaced with the following:

Beginning August 1, 2012 through June 30, 2015, a Participant is eligible for coverage during a Coverage Period if the Participant worked in Covered Employment for an average of 80 hours per month during the corresponding Contribution Period, and contributions are received by the Fund on the Participant's behalf for those hours. Beginning July 1, 2015, a Participant is eligible for coverage during a Coverage Period if the Participant worked in Covered Employment for an average of 100 hours per month during the corresponding Contribution Period, and contributions are received by the Fund on the Participant's behalf for those hours.

2. Effective July 1, 2014, the last sentence at the end of the third paragraph under the Section entitled "When Am I Eligible?" on page 10 is deleted and replaced with the following:

Between August 1, 2012 and June 30, 2015, a new employee will become eligible for benefits on the first day of the month after working an average of 80 hours per month for three months or 240 hours during the preceding three months, and the Fund has properly received contributions from the employee's Employer on his behalf for those months. Beginning July 1, 2015, a new employee will become eligible for benefits on the first day of the month after working an average of 100 hours per month for three months or 300 hours during the preceding three months, and the Fund has properly received contributions from the employee's Employer on his behalf for those months.

3. Effective July 1, 2014, the last sentence of the first paragraph under the Section entitled "Under What Circumstances Might I Become Ineligible or Risk Denial, Forfeiture, Suspension, or Reduction of Benefits?" on page 11 is deleted and replaced with the following:

From August 7, 2012 through June 30, 2015, you will remain eligible for coverage under the Plan during each Coverage Period if you work an average of 80 hours per month in covered employment for a Contributing Employer during the corresponding Contribution Period, provided contributions are actually received by the Fund on your behalf. Beginning July 1, 2015, you will remain eligible for coverage under the Plan during each Coverage Period if you work an average 100 hours per month in covered employment for a Contributing Employer during the corresponding Contribution Period, provided contributions are actually received by the Fund on your behalf for those hours.

#### **Grandfathered Status under the Patient Protection and Affordable Care Act**

This group health plan believes this plan is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the Building Trades Welfare Benefit Fund at 516-833-9300. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform)

**BUILDING TRADES WELFARE BENEFIT FUND**  
50 Charles Lindbergh Blvd, Ste 207  
Uniondale, NY 11553  
516-833-9300

January 13, 2105

**SUMMARY OF MATERIAL MODIFICATIONS**

The Board of Trustees of the Building Trades Welfare Benefit Fund ("Fund") has adopted the following changes to the Building Trades Welfare Benefit Plan ("Plan") to reflect certain changes to the Plan on a result of a change in the Fund's prescription drug benefit manager from Express Scripts to American Health Care. This document summarizes the changes. Please keep this document with your Summary Plan Description ("SPD").

1. Effective November 1, 2014, the reference on page 7 to "Express Scripts" is deleted and replaced with "American Health Care".
2. Effective November 1, 2014, the last sentence of the definition of "Maintenance Drug" on page 22 of the SPD is deleted and replaced with the following:

For current information about Maintenance Drugs covered by the Plan, contact American Health Care at 1-800-872-8276.

3. Effective November 1, 2014, the description of the Fund's Prescription Drug Benefit described beginning on page 52 is deleted in its entirety and is replaced with the following:

**PRESCRIPTION DRUG BENEFIT**

The Fund's prescription drug benefit program is administered by American Health Care (AHC). Subject to the provisions of this Section and other applicable limitations and exclusions described in this document, the Fund will cover the cost of prescription drugs, minus the applicable Co-payment.

The Plan's Co-payment for generic prescriptions is \$3.00 per prescription and for brand name drugs is \$8.00 per prescription. You can fill your prescription at any retail pharmacy that participates in AHC's pharmacy network. To locate a participating pharmacy in your area, you can log onto AHC's website at [www.americanhealthcare.com](http://www.americanhealthcare.com) or contact AHC's Member Services help desk at (800) 872-8276. The Fund will not cover the cost of any prescription that is filled at a pharmacy that does not participate in the AHC

pharmacy network so please make sure you verify that your pharmacy participates in this network.

In order to receive coverage for your prescription, make sure to provide your pharmacy with a copy of your prescription drug card that lists AHC as your prescription drug provider. If you fail to provide your card at the time your prescription is filled, the pharmacy may charge you for the full cost of the prescription and any subsequent reimbursement from the Fund will be limited to the amount the Fund would have paid for that prescription under its arrangement with AHC, minus the Co-payment, even if you paid more for the prescription.

### **Quantity Limitations, Pre-authorization and Step Therapy**

#### **Prior Authorizations**

Certain drugs and drug classifications require prior authorization before the Fund will cover that drug. Prior authorization helps to ensure that the prescribed drug is the most appropriate medication to treat your condition. All prior authorizations will be reviewed by a clinical pharmacist at AHC based on pre-established medical criteria and follow-up with the prescriber. The following claims are subject to prior authorization:

- Any drug that exceeds \$500 for a 30-day supply;
- Any drug that exceeds \$1,500 for a 31-90 supply;
- Compound medications that exceed \$250;
- Drugs designated by AHC to be subject to prior authorization;
- Replacements for lost or stolen medications; and
- Requests for an additional supply because of travel.

If you are taking a prescription that requires prior authorization, AHC will automatically address that at the time your claim is submitted by the pharmacy. If your claim is denied based on the prior authorization review, you will be notified of that determination and you can appeal that determination to the Fund's Board of Trustees pursuant to the claims and appeals rules described beginning on page 75 of the SPD.

#### **Quantity Limits**

Quantity limits are placed on certain medications to ensure effectiveness, safety, and appropriate usage of the medication. The quantity limit is the maximum amount of a particular medication that can be provided to a Covered Person during a given amount of time. If a medication is prescribed over the standard maximum limit for that drug, a prior authorization will need to be completed. If the prior authorization is denied, the Fund will only cover the prescription up to the maximum quantity limit for that medication. For a list of drugs that are subject to quantity limits, please contact AHC.

### Step Therapy

Step therapy is a process used to ensure that the most effective, safe, and least costly medications are tried first before moving on to other medications. If you submit a prescription for a drug that is subject to AHC's step therapy program, an AHC clinician will contact the prescriber to determine if there is a medical reason that you cannot take a drug on a "lower step" than the one prescribed. If the prescriber agrees, your prescription will be filled consistent with the Fund's step therapy program. If you have any questions about whether a particular drug is subject to a step therapy program or how that program works, please contact AHC.

### Mail Order Services

You can, but are not required to, refill prescriptions for maintenance drugs through the Fund's mail order pharmacy. Through the mail order service, you will receive a 90-day supply at the same Co-payment you pay at retail (\$3 generic/\$8 brand) and the medication will be shipped directly to the address you choose. If you wish to refill your maintenance drug prescription by mail, your prescription can be filled through the preferred mail-order pharmacy, Catamaran Home Delivery. It is recommended that you have your physician write an updated prescription of your medication so that you can send it to Catamaran Home Delivery. However, if you are unable to obtain an updated prescription, you can have your refills transferred to Catamaran by contacting Catamaran Home Delivery at (800) 881-1966 and providing your previous mail service pharmacy information. Additional information can be found online at [www.mycatamaranRx.com](http://www.mycatamaranRx.com).

Alternatively, if you would prefer not to use mail order, after you have filled a 30-day prescription for a maintenance drug at a retail pharmacy, you can then receive a 90-day supply at retail for the same Co-Payment you pay for a 90-day mail order supply (\$3 generic/\$8 brand).

### Limitations and Exclusions

In addition to the limitation described in this Section and the Limitations and Exclusions applicable to all forms of benefits, no benefits are payable for the following:

- Drugs used for cosmetic purposes, except that injectables (e.g., Botox) will be covered if medically necessary based on a prior authorization review;
- Depigmentation products used for conditions requiring bleaching agent;
- Non-oral contraceptives;
- Drugs used to treat impotence;
- Weight management drugs;
- Immunizations administered at a pharmacy with the exception of the influenza vaccine;
- Vitamins other than prenatal vitamins;

- Fluoride products;
- Nicotine and Nicorette Transdermal Systems;
- Insulin pumps and related supplies;
- Allergy Serums;
- Unauthorized refills;
- Items lawfully obtainable without prescription;
- Any charge for the administration of a drug or insulin;
- Genetically Engineered drugs (except growth hormones);
- Medication for an Covered Person confined to a rest home, nursing home, sanitarium, extended care facility, Hospital or similar entity;
- Any charge where the Customary Charge is less than the Participant's Deductible or Co-payment;
- Any charge above the Customary, advertised or posted charge, whichever is less than the scheduled amounts;
- Devices and Appliances;
- Investigational or Experimental drugs;
- Immune Altering drugs;
- Prescriptions covered without charge under Federal, State or Local programs, to include Worker's Compensation;
- Drugs not approved during the prior authorization process;
- Fertility drugs in excess of three rounds of IVF.

### **Grandfathered Status under the Patient Protection and Affordable Care Act**

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20199296v1

BUILDING TRADES WELFARE BENEFIT FUND  
50 CHARLES LINDBERGH BLVD. STE. 207  
UNIONDALE, NY 11553

February 2, 2015

SUMMARY OF MATERIAL MODIFICATIONS

The Board of Trustees of the Building Trades Welfare Benefit Fund ("Fund") has adopted the following changes to the Building Trades Welfare Benefit Plan ("Plan"). This document summarizes the changes. Please keep this document with your Summary Plan Description ("SPD").

1. Effective January 1, 2015, the section entitled "Vision Care Expense Benefit" on page 7 is deleted and replaced with the following:

Maximum Benefit per Examination and Prescribed Glasses: \$250.00

If the service is provided by a participating optometrist or optician the full cost will be covered for the eye examination and for a pair of lenses and basic frames. Contact the Fund Office for a current list of participating optometrists and opticians. If the service is not provided by a participating optometrist, then up to \$250.00 will be paid to cover the eye examination and for a pair of lenses and basic frames. Notwithstanding the foregoing, the \$250.00 limit does not apply to Covered Persons under the age of 26.

2. Effective January 1, 2015, item 4 under the "Limitations and Exclusions" section for the "Optical Benefit" on page 46 is deleted and replaced with the following:

4. Except with respect to children under the age of 26, vision care Expense benefits in excess of \$250 per claimant per year.

3. Effective January 1, 2015, the "Schedule of Dental Benefits" on pages 47 through 52 is deleted and replaced with the attached updated schedule of dental benefits.

4. Effective January 1, 2015, the first sentence of the second paragraph under "Coordination of Benefits" on page 71 is deleted and replaced with the following language to clarify that the prescription drug benefit is subject to the Fund's coordination of benefit requirements:

All medical/hospital, dental and prescription drug benefits covered under the Plan are subject to the coordination of benefits provisions described in this booklet. To implement coordination of benefits, you may be asked periodically to provide information to the Fund Office about other coverage you or your dependents have. Failure to timely provide the requested information may result in a delay in paying claims on your behalf.

### Grandfathered Status under the Patient Protection and Affordable Care Act

This group health plan believes this plan is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

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# *D.D. Services, Inc.*

## *Union Fee Schedule*

Union : BLDG BUILDING TRADES WELFARE B.F.

Service Type: Main Service

Page : 1

Date: 02/02/15

User ID: MLG

CDT	Description	Curr Fee
D0150	COMPREHENSIVE ORAL EXAM	\$34.00
D0210	X-RAYS-COMplete SERIES	\$63.00
D0220	X-RAYS-PERIAPICAL 1ST FILM	\$17.00
D0230	X-RAYS-PERIAPICAL EACH ADDL	\$10.00
D0240	X-RAYS-OCCLUSAL FILM	\$17.00
D0250	X-RAYS-EXTRAORAL 1ST FILM	\$29.00
D0270	X-RAYS-1 BITEWINGS	\$14.00
D0272	X-RAYS-2 BITEWINGS	\$20.00
D0274	X-RAYS-4 BITEWINGS	\$32.00
D0320	TMJ JOINT FILM-INCL INJECTION	\$174.00
D0321	OTHER TMJ JOINT FILMS-PR JOINT	\$29.00
D0330	X-RAYS-PANORAMIC FILM	\$40.00
D0360	CONE-BEAM CT-CRANIOFACIAL DATA	\$325.00
D0362	CONE-BEAM 2D MULTI IMAGE RECON	\$275.00
D0363	CONE-BEAM 3D MULTI IMAGE RECON	\$275.00
D0470	DIAGNOSTIC CASTS	\$36.00
D1110	DENTAL PROPHYLAXIS-ADULT (CLEANING)	\$63.00
D1120	PROPHYLAXIS-CHILD UNDER AGE 14 (CLEANING)	\$48.00
D1208	TOPICAL APPLICATION OF FLUORIDE-UNDER 14	\$18.00
D1351	SEALANT-PER TOOTH	\$43.00
D1510	SPACE MAINTAINER-FIXED UNILATE	\$116.00
D1515	SPACE MAINTAINER-FIXED BILATER	\$174.00
D1520	SPACE MAINTAINER-REMOV UNILATE	\$125.00
D1525	SPACE MAINTAINER REMOV BILATER	\$174.00
D2140	AMALGAM-1 SURFACE, PRIM., PERM.	\$55.00
D2150	AMALGAM-2 SURFACES, PRIM., PERM.	\$84.00
D2160	AMALGAM-3 SURFACES, PRIM., PERM.	\$106.00
D2161	AMALGAM-4+ SURFACES, PRIM., PERM.	\$142.00
D2330	COMPOSITE-1 SURFACE, ANTERIOR	\$58.00
D2331	COMPOSITE-2 SURFACES, ANTERIOR	\$87.00
D2332	COMPOSITE-3 SURFACES, ANTERIOR	\$108.00
D2335	COMPOSITE-4+ SURF/INCISAL, ANT.	\$145.00
D2391	COMPOSITE-1 SURFACE, POSTERIOR	\$58.00
D2392	COMPOSITE-2 SURFACES, POSTERIOR	\$87.00
D2393	COMPOSITE-3 SURFACES, POSTERIOR	\$108.00
D2394	COMPOSITE-4+ SURFACES, POSTERIOR	\$145.00
D2510	INLAY METALLIC-1 SURFACE	\$150.00
D2520	INLAY METALLIC-2 SURFACES	\$250.00
D2530	INLAY METALLIC-3 OR MORE SURF	\$350.00
D2542	ONLAY METALLIC-2 SURFACES	\$250.00
D2720	CROWN-RESIN HIGH NOBLE METAL	\$543.00
D2740	CROWN-PORCELAIN/CERAMIC	\$543.00
D2752	CROWN-PORCELAIN NOBLE METAL	\$630.00
D2790	CROWN-FULL CAST HIGH NOBLE MTL	\$485.00
D2910	RECEMENT INLAY	\$43.00
D2920	RECEMENT CROWN	\$43.00
D2930	STAINLESS STEEL CROWN-PRIMARY	\$116.00
D2931	STAINLESS STEEL CROWN-PERMANEN	\$116.00
D2951	PIN RETENTION-PER TOOTH	\$29.00

BUILDING TRADES WELFARE BENEFIT FUND  
50 CHARLES LINDBERGH BLVD. STE. 207  
UNIONDALE, NY 11553  
516-833-9300

April 30, 2015

SUMMARY OF MATERIAL MODIFICATIONS

The Board of Trustees of the Building Trades Welfare Benefit Fund ("Fund") has adopted the following changes to the Building Trades Welfare Benefit Plan ("Plan"). This document summarizes the changes. Please keep this document with your Summary Plan Description ("SPD").

The Section entitled "Right to Recovery" on page 71 is deleted and replaced with the following:

If you (or your dependent) are overpaid for a claim including erroneous payments made to a provider on your behalf, you (or your dependent) must return the overpayment with interest. The Fund has the right to recover any payments made that were based on false or fraudulent information, as well as any payments made in error. Amounts recovered may include interest and costs. If repayment is not made, the Fund may deduct the overpayment amount from any future benefits from this Fund that you (or your dependent) would otherwise receive, or a lawsuit may be initiated to recover the overpayment.

The Fund has a constructive trust, lien and/or an equitable lien by agreement in favor of the Fund on any overpaid benefits received by you or your dependent including interest and costs assessed by the Fund in connection with the overpayment. Any such amounts are deemed to be held in trust by you, your dependent or representative for the benefit of the Fund until paid to the Fund. By accepting benefits from the Fund, you and your dependent(s) consent and agree that a constructive trust, lien, and/or equitable lien by agreement in favor of the Fund exists with regard to any overpayment. In accordance with that constructive trust, lien, and/or equitable lien by agreement, you, your dependent(s) and your representative agree to cooperate with the Fund in reimbursing it for all of its costs and expenses related to the collection of any overpaid benefits.

If you and/or, your dependent(s), fail to reimburse the Fund for overpaid benefits and the Fund is required to pursue legal action against you or your dependent(s) as a result, you or your dependent(s) shall pay all costs and expenses, including attorneys' fees and costs, incurred by the Fund in connection with the collection of any amounts owed to the Fund or the enforcement of any of the Fund's rights to reimbursement. You and your dependent(s) also are required to pay interest at the rate determined by the Trustees from time to time from the date the overpayment is made through the date that the Fund is repaid in full.

## Grandfathered Status under the Patient Protection and Affordable Care Act :

This group health plan believes this plan is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the Building Trades Welfare Benefit Fund at 516-833-9300. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform)

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BUILDING TRADES WELFARE BENEFIT FUND  
50 CHARLES LINDBERGH BLVD. STE. 207  
UNIONDALE, NY 11553  
516-833-9300

April 30, 2015

SUMMARY OF MATERIAL MODIFICATIONS

The Board of Trustees of the Building Trades Welfare Benefit Fund ("Fund") has adopted the following changes to the Building Trades Welfare Benefit Plan ("Plan"). This document summarizes the changes. Please keep this document with your Summary Plan Description ("SPD").

1. Effective January 1, 2016, the following sentence is added to the end of the first paragraph under the Section entitled "When Am I Eligible?" on page 10:

Beginning January 1, 2016, a Participant is eligible for coverage during a Coverage Period if the Participant worked in Covered Employment for an average of 120 hours per month during the corresponding Contribution Period, and contributions are received by the Fund on the Participant's behalf for those hours.

2. Effective January 1, 2016, the following sentence is added to the end of the third paragraph under the Section entitled "When Am I Eligible?" on page 10:

Beginning January 1, 2016, a new employee will become eligible for benefits on the first day of the month after working an average of 120 hours per month for three months or 360 hours during the preceding three months, and the Fund has properly received contributions from the employee's Employer on his behalf for those months.

3. Effective January 1, 2016, the following sentence is added to the end of the first paragraph under the Section entitled "Under What Circumstances Might I Become Ineligible or Risk Denial, Forfeiture, Suspension, or Reduction of Benefits?" on page 11:

Beginning January 1, 2016, you will remain eligible for coverage under the Plan during each Coverage Period if you work an average 120 hours per month in covered employment for a Contributing Employer during the corresponding Contribution Period, provided contributions are actually received by the Fund on your behalf for those hours.

Grandfathered Status under the Patient Protection and Affordable Care Act

This group health plan believes this plan is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other

plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the Building Trades Welfare Benefit Fund at 516-833-9300. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform)

BUILDING TRADES WELFARE BENEFIT FUND  
50 CHARLES LINDBERGH BLVD, STE. 207  
UNIONDALE, NY 11553  
516-833-9300

February 8, 2016

**SUMMARY OF MATERIAL MODIFICATIONS**

The Board of Trustees of the Building Trades Welfare Benefit Fund ("Fund") is pleased to announce the following benefit improvements to the Building Trades Welfare Benefit Plan ("Plan"). This document summarizes the changes. Please keep this document with your Summary Plan Description ("SPD").

1. Effective January 1, 2015, the first sentence under the definition of "Dependent" on page 20 of the SPD is deleted and replaced with the following:

**In General.** Dependent(s) means the legal spouse of the opposite sex and each child under the age of 26 through the end of the month in which they turn age 26.

2. Effective January 1, 2015, item 4 under the "Limitations and Exclusions" section for the "Optical Benefit" on page 46 of the SPD is deleted and replaced with the following:

Except with respect to children under the age of 26 through the end of the month in which they turn 26, vision care Expense benefits in excess of \$250 per claimant per year.

3. Effective January 1, 2015, the last sentence of the section entitled "Vision Care Expense Benefit" on page 7 of the SPD is deleted and replaced with the following:

Notwithstanding the foregoing, the \$250.00 limit does not apply to children under the age of 26 through the end of the month in which they turn age 26.

4. Effective January 1, 2015, the "Schedule of Dental Benefits" on pages 47 through 52 is deleted and replaced with the attached updated schedule, which adds coverage for intravenous sedation for dental procedures when medically necessary.

5. Effective December 1, 2015, the Fund has added more than 1,000 new providers to its panel of providers. Please contact D.D. Services, Inc. at 1-800-255-5681 to find a dentist near you.

Building Trades Fee Schedule  
as of 12/1/2015

CODE	DESCRIPTION	FEE
D0150	COMPREHENSIVE ORAL EXAM	\$39.00
D0210	X-RAYS-COMPLETE SERIES	\$72.00
D0220	X-RAYS-PERIAPICAL 1ST FILM	\$21.00
D0230	X-RAYS-PERIAPICAL EACH ADDL	\$11.00
D0240	X-RAYS-OCCLUSAL FILM	\$19.50
D0250	X-RAYS-EXTRAORAL 1ST FILM	\$33.35
D0270	X-RAYS-1 BITEWING	\$16.00
D0272	X-RAYS-2 BITEWINGS	\$23.00
D0274	X-RAYS-4 BITEWINGS	\$37.00
D0320	TMJ JOINT FILM-INCL INJECTION	\$210.40
D0321	OTHER TMJ JOINT FILMS-PR JOINT	\$33.00
D0330	X-RAYS-PANORAMIC FILM	\$46.00
D0360	CONE-BEAM CT-CRANIOFACIAL DATA	\$375.00
D0362	CONE-BEAM 2D MULTI IMAGE RECON	\$315.00
D0363	CONE-BEAM 3D MULTI IMAGE RECON	\$315.00
D0470	DIAGNOSTIC CASTS	\$41.40
D1110	DENTAL PROPHYLAXIS-ADULT(CLEANING)	\$70.00
D1120	PROPHYLAXIS-CHILD UNDER AGE 14(CLEANING)	\$55.00
D1203	FLUORIDE TRMNT-UNDER AGE 14	\$0.00
D1208	TOPICAL APPLICATION OF FLUORIDE-UNDER 14	\$17.00
D1351	SEALANT-PER TOOTH	\$48.00
D1510	SPACE MAINTAINER-FIXED UNILATE	\$133.00
D1515	SPACE MAINTAINER-FIXED BILATER	\$200.00
D1520	SPACE MAINTAINER-REMOV UNILATE	\$143.00
D1525	SPACE MAINTAINER REMOV BILATER	\$200.00
D2140	AMALGAM-1 SURFACE,PRIM.,PERM.	\$63.00
D2150	AMALGAM-2 SURFACES,PRIM.,PERM.	\$96.50
D2160	AMALGAM-3 SURFACES,PRIM.,PERM.	\$122.00
D2161	AMALGAM-4+SURFACES,PRIM.,PERM.	\$162.00
D2330	COMPOSITE-1 SURFACE,ANTERIOR	\$66.70
D2331	COMPOSITE-2 SURFACES,ANTERIOR	\$100.00
D2332	COMPOSITE-3 SURFACES,ANTERIOR	\$124.00
D2335	COMPOSITE-4+SURF/INCISAL,ANT.	\$166.50
D2391	COMPOSITE-1 SURFACE,POSTERIOR	\$67.00
D2392	COMPOSITE-2 SURFACES,POSTERIOR	\$100.00
D2393	COMPOSITE-3 SURFACES,POSTERIOR	\$124.00
D2394	COMPOSITE-4+SURFACES,POSTERIOR	\$166.50
D2510	INLAY METALLIC-1 SURFACE	\$172.50
D2520	INLAY METALLIC-2 SURFACES	\$287.50
D2530	INLAY METALLIC-3 OR MORE SURF	\$402.50
D2542	ONLAY METALLIC-2 SURFACES	\$287.50
D2720	CROWN-RESIN HIGH NOBLE METAL	\$624.00
D2740	CROWN-PORCELAIN/CERAMIC	\$624.00
D2752	CROWN-PORCELAIN NOBLE METAL	\$724.00
D2790	CROWN-FULL CAST HIGH NOBLE MTL	\$558.00
D2910	RECEMENT INLAY	\$49.50

Building Trades Fee Schedule  
as of 12/1/2015

CODE	DESCRIPTION	FEE
D2920	RECEMENT CROWN	\$49.50
D2930	STAINLESS STEEL CROWN-PRIMARY	\$133.40
D2931	STAINLESS STEEL CROWN-PERMANEN	\$133.40
D2951	PIN RETENTION-PER TOOTH	\$33.50
D2952	CAST POST AND CORE	\$178.00
D2955	POST REMOVAL	\$201.00
D3110	PULP CAP-DIRECT	\$40.00
D3120	PULP CAP-INDIRECT	\$40.00
D3220	THERAPEUTIC PULPOTOMY	\$100.00
D3310	ROOT CANAL-ANTERIOR	\$345.00
D3320	ROOT CANAL-BICUSPID	\$402.50
D3330	ROOT CANAL-MOLAR	\$517.00
D3346	RETREAT ROOT CANAL-ANTERIOR	\$402.50
D3347	RETREAT ROOT CANAL-BICUSPID	\$517.00
D3348	RETREAT ROOT CANAL-MOLAR	\$632.50
D3410	APICOECTOMY-ANTERIOR	\$233.00
D3421	APICOECTOMY-BICUSPID,1ST ROOT	\$249.50
D3425	APICOECTOMY-MOLAR,1ST ROOT	\$267.00
D3426	APICOECTOMY-EACH ADDL ROOT	\$82.50
D3430	RETROGRADE FILLING-PER ROOT	\$120.50
D4210	GINGIVECTOMY/PLASTY-PER QUAD	\$172.50
D4211	GINGIVECTOMY/PLASTY-1-3 TEETH	\$86.25
D4249	CLINICAL CROWN LENGTHENING-HARD TISSUE	\$345.00
D4260	OSSEOUS SURGERY-PER QUAD	\$517.50
D4263	BONE REPLACEMENT GRFT-1ST SITE	\$285.00
D4264	BONE REPLACEMENT GRFT-EA.ADDL.	\$201.00
D4270	PEDICLE SOFT TISSUE GRFT PROC.	\$258.00
D4341	PERIO SCALING/RT PLANNING-QUAD	\$72.45
D4910	PERIO MAINTENANCE	\$91.00
D5110	COMPLETE DENTURE-MAXILLARY	\$690.00
D5120	COMPLETE DENTURE-MANDIBULAR	\$690.00
D5211	PRTL DENT-MAX W/CLASPS-RESIN	\$414.00
D5212	PRTL DENT-MAND W/CLASPS-RESIN	\$414.00
D5213	PRTL DENT-MAX W/CLASPS-CAST	\$609.00
D5214	PRTL DENT-MAND W/CLASPS-CAST	\$609.00
D5281	REMOVABLE UNILATERAL PRTL-1TTH	\$143.75
D5410	ADJUST COMPLETE DENTURE-MAX	\$74.75
D5411	ADJUST COMPLETE DENTURE-MAND	\$74.75
D5421	ADJUST PARTIAL DENTURE-MAX	\$74.75
D5422	ADJUST PARTIAL DENTURE-MAND	\$74.75
D5510	REPAIR BRKN COMPLETE DENT BASE	\$100.00
D5520	REPLACE MISS/BRKN TTH-COMP DNT	\$66.70
D5610	REPAIR RESIN DENTURE BASE	\$100.00
D5640	REPLACE BROKEN TEETH-PER TOOTH	\$100.00
D5650	ADD TOOTH TO PARTIAL DENTURE	\$100.00
D5660	ADD CLASP TO PARTIAL DENTURE	\$150.00



Building Trades Fee Schedule  
as of 12/1/2015

CODE	DESCRIPTION	FEE
D5710	REBASE COMPLETE DENTURE-MAX	\$266.80
D5711	REBASE COMPLETE DENTURE-MAND	\$266.80
D5720	REBASE PARTIAL DENTURE-MAX	\$200.10
D5721	REBASE PARTIAL DENTURE-MAND	\$200.10
D5730	RELINE COMPLETE DENT-MAX-CHAIR	\$166.75
D5731	RELINE COMPLETE DENT-MAND-CHAIR	\$166.75
D5740	RELINE PARTIAL DENT-MAX-CHAIR	\$166.75
D5741	RELINE PARTIAL DENT-MAND-CHAIR	\$166.75
D5750	RELINE COMPLETE DENT-MAX-LAB	\$256.80
D5751	RELINE COMPLETE DENT-MAND-LAB	\$256.80
D5760	RELINE PARTIAL DENT-MAX-LAB	\$200.10
D5761	RELINE PARTIAL DENT-MAND-LAB	\$200.10
D5810	INTERIM COMPLETE DENTURE-MAX	\$284.00
D5811	INTERIM COMPLETE DENTURE-MAND	\$284.00
D5820	INTERIM PARTIAL DENTURE-MAX	\$284.00
D5821	INTERIM PARTIAL DENTURE-MAND	\$284.00
D5850	TISSUE CONDITIONING-MAXILLARY	\$74.75
D5851	TISSUE CONDITIONING-MANDIBULAR	\$74.75
D6010	SURG.PLCMT.IMPLANT BODY-ENDOST	\$862.50
D6011	SECOND STAGE IMPLANT SURGERY	\$306.00
D6012	SURGICAL PLACEMENT INTERIM IMPLANT BODY	\$862.50
D6013	SURGICAL PLACEMENT OF MINI IMPLANT	\$862.50
D6040	SURG.PLCMT.EPOSTEAL IMPLANT	\$862.50
D6050	SURG.PLCMT.TRANSOSTEAL IMPLANT	\$862.50
D6051	INTERIM ABUTMENT-INCL.PLACEMENT/REMOVAL	\$345.00
D6052	SEMI-PRECISION ATTACHMENT ABUTMENT	\$345.00
D6053	IMPLANT/ABUTMENT-RMVBLE DENT.COMP.EDENT.	\$690.00
D6054	IMPLANT/ABUTMENT-RMVBLE DENT-PRT.EDENT	\$690.00
D6055	CONNECTING BAR	\$425.50
D6056	PREFAB.IMPLANT ABUTMENT	\$295.00
D6057	CUSTOM IMPLANT ABUTMENT	\$402.50
D6058	ABUT.SUPPORT.PORCE/CERAMIC-CRN	\$400.00
D6059	ABUT.SUPPORT.PORCE.HIGH NOB.CR	\$500.00
D6060	ABUT.SUPPORT.PORCE.METAL CROWN	\$500.00
D6061	ABUT.SUPPORT.PORC.NOBLE.MTL.CR	\$500.00
D6062	ABUT.SUPPORT.CAST HIGH NOB.CRN	\$333.50
D6063	ABUT.SUPPORT.CAST METAL CROWN	\$333.50
D6064	ABUT.SUPPORT.CAST NOBLE MTL.CR	\$333.50
D6065	IMPLANT SUPPORT.PORCE/CERAM.CR	\$400.20
D6066	IMPLANT SUPPORT.PORCE.METAL CR	\$500.00
D6067	IMPLANT SUPPORTED METAL CROWN	\$333.50
D6068	ABUT.SUPPORT.RET.PORCE/CER.FPD	\$400.00
D6069	ABUT.SUPP.RET.PORC.HIGH NB.RFD	\$500.00
D6070	ABUT.SUPP.RET.PORC.METAL FPD	\$500.00
D6071	ABUT.SUPP.RET.PORCE.NB.MTL.FPD	\$500.00
D6072	ABUT.SUPPORT.RET.CAST MTL.FPD	\$333.50

Building Trades Fee Schedule  
as of 12/1/2015

CODE	DESCRIPTION	FEE
D6073	ABUT.SUPPORT.RET.CAST MTL.FPD	\$333.50
D6074	ABUT.SUPPORT.RET.CAST MTL.FPD	\$333.50
D6075	IMPLANT SUPP.RET.CERAMIC FPD	\$400.00
D6076	IMPLANT SUPP.RET.PORCE.MTL.FPD	\$500.00
D6077	IMPLANT SUPP.RET.CAST MTL.FPD	\$333.50
D6078	IMPLANT/ABUT.DENT.COMPL.EDENTU	\$690.00
D6079	IMPLANT/ABUT.DENT.PRTL.EDENTUL	\$690.00
D6080	IMPLANT MAINTENANCE-CLEANSING	\$59.00
D6090	REPAIR IMPLANT SUPPORT.PROSTHE	\$110.40
D6091	REPL.ATTACH.IMPLANT SUPP.PROS.	\$110.40
D6092	RECEMENT IMPLANT SUPPORT.BRIDGE	\$40.00
D6093	RECEMENT IMPLANT SUPPORT.BRIDGE	\$62.10
D6094	ABUT.SUPPORTED CROWN-TITANIUM	\$500.00
D6095	REPAIR IMPLANT ABUTMENT	\$468.00
D6100	IMPLANT REMOVAL	\$325.45
D6101	DEBRIDEMENT PERI-IMPLANT DEFECT/SURFACES	\$260.00
D6102	DEBRIDEMENT/OSSEOUS CONTOURING PERI-IMPL	\$260.00
D6103	BONE GRAFT FOR REPAIR PERI-IMPLANT DEFEC	\$260.00
D6104	BONE GRAFT AT TIME OF IMPLANT PLACEMENT	\$260.00
D6190	RADIOGRAPHIC/SURG.IMPLANT INDE	\$135.00
D6194	ABUT.SUPPORT.RET.CR.FPD.TITANI	\$500.00
D6199	UNSPECIFIED IMPLANT PROCEDURE	\$0.00
D6242	PONTIC-PORCELAIN NOBLE METAL	\$557.75
D6252	PONTIC-RESIN NOBLE METAL	\$457.00
D6545	RETAINER-MARYLAND BRIDGE ABUT	\$349.00
D6720	ABUTMENT-RESIN HIGH NOBLE MTL	\$624.45
D6740	ABUTMENT-PORCELAIN/CERAMIC	\$502.50
D6752	ABUTMENT-PORCELAIN NOBLE METAL	\$724.50
D6790	ABUTMENT-FULL CAST HIGH NOBLE	\$557.75
D6930	RECEMENT FIXED PARTIAL DENTURE	\$66.70
D6940	STRESS BREAKER	\$74.75
D7140	EXTRACTION-ERUPTED TTH,EXPOSED	\$69.00
D7210	SURGICAL REMOVAL ERUPTED TOOTH	\$103.50
D7220	REMOVAL ERUPTED TTH-SOFT TISS	\$129.00
D7230	REMOVAL ERUPTED TTH-PRTL BONY	\$207.00
D7240	REMOVAL ERUPTED TTH-FULL BONY	\$345.00
D7260	OROANTRAL FISTULA CLOSURE	\$400.20
D7270	TOOTH REIMPLANTATION	\$155.75
D7280	SURG.ACCESS OF UNERUPTED TOOTH	\$333.50
D7285	BIOPSY OF ORAL TISSUE-HARD	\$133.40
D7286	BIOPSY OF ORAL TISSUE-SOFT	\$100.00
D7310	ALVEOLOPLASTY W/EXT-PER QUAD	\$100.00
D7320	ALVEOLOPLASTY W/OUT EXT-QUAD	\$166.00
D7340	VESTIBULOPLASTY	\$500.00
D7410	EXCISION BENIGN LESION<1.25 CM	\$116.00
D7411	EXCISION BENIGN LESION>1.25 CM	\$194.00

Building Trades Fee Schedule  
as of 12/1/2015

CODE	DESCRIPTION	FEE
D7412	EXCISION BENIGN LESION-COMPLIC	\$194.00
D7471	REMOVAL OF EXOSTOSIS-PER SITE	\$150.00
D7510	INCISION & DRAINAGE-INTRAORAL	\$83.00
D7520	INCISION & DRAINAGE-EXTRAORAL	\$200.00
D7530	REMOVE FOREIGN BODY-SOFT TISS	\$97.75
D7540	REMOVE FOREIGN BODY FROM BONE	\$446.00
D7550	SEQUESTRECTOMY/PRTL OSTEOTOMY	\$333.50
D7560	MAXILLARY SINUSOTOMY	\$446.00
D7640	SIMPLE FRACTURE-MAND-CLOSED	\$517.50
D7850	SURG.DISCECTOMY-W/OR W/OUT IMP	\$900.00
D7871	NON-ARTHROSCOPIC LYSIS/LAVAGE	\$90.00
D7910	SUTURE OF RECENT SMALL WOUND	\$133.40
D7950	OSSEOUS/OSTEOP.CARTILAGE GRFT.	\$498.00
D7951	SINUS AUGMENT.BONE SUBSTITUTES	\$498.00
D7953	BONE REPLACE.GRFT.RIDGE PRESER	\$120.00
D7955	REPAIR MAXILLOFAC.SOFT/HARD TI	\$687.00
D7960	FRENULECTOMY-(FRENECTOMY)	\$233.00
D7970	EXCISION HYPERPLASTIC TIS-ARCH	\$266.00
D7980	SIALOLITHOTOMY	\$333.50
D7983	CLOSURE OF SALIVARY FISTULA	\$201.00
D8210	ORTHO-REMOVABLE APPLIANCE	\$90.00
D8220	FIXED APPLIANCE/DIAGNOSTIC	\$168.00
D8670	ORTHO TX-QUARTERLY-UP TO LIFETIME MAX	\$862.00
D9110	PALLIATIVE TREATMENT	\$33.00
D9220	DEEP SED/GEN ANESTH-1ST 30 MIN	\$183.00
D9221	DEEP SED/GEN ANESTH-EA.ADDL.15	\$66.75
D9241	I.V.SEDATION/ANALGESIA-1ST 30	\$200.00
D9242	I.V.SED/ANALGESIA-EA.ADD.15MIN	\$100.00
D9310	CONSULTATION BY SPECIALIST	\$107.00
D9430	OFFICE VISIT-DURING REG HOURS	\$24.00
D9440	OFFICE VISIT-AFTER REG HOURS	\$33.00
D9610	THERAPEUTIC DRUG INJECTION	\$38.00
D9930	TREATMENT OF COMPLICATIONS	\$13.00
D9940	OCCLUSAL GUARD/TMJ APPLIANCE	\$172.00
D9951	OCCLUSAL ADJUSTMENT-LIMITED	\$78.00

COMMENTS:

NO ANNUAL MAX

PROSTHETICS ARE PAYABLE ONCE EVERY 5 YEARS

FLUORIDE TREATMENTS ARE PAYABLE FOR PATIENT'S 13 YEARS OF AGE AND YOUNGER.

PROPHYS, FLUORIDE TREATMENTS & 4 BITEWINGS PAYABLE ONCE EVERY 6 MONTHS

FULL MOUTH SERIES X-RAYS & PANOREX X-RAYS PAYABLE ONCE EVERY 3 YEARS

SPACE MAINTAINERS ARE LIMITED TO DEPENDENTS UNDER AGE 16

DENTURE ADJUSTMENTS, RELINES & REBASES ARE PAYABLE 6 MONTHS AFTER

INSERTION DATE, OTHERWISE ARE INCLUDED IN THE INSERTION FEE

Building Trades Fee Schedule  
as of 12/1/2015

CODE	DESCRIPTION	FEE
	THERE IS NO COVERAGE TO REPLACE BRIDGES & DENTURES IF THE MISSING TEETH WERE EXTRACTED BEFORE THE MEMBER'S COVERAGE WAS IN EFFECT W/DDS	-
	ALL CLAIMS MUST BE SUBMITTED WITHIN 12 MONTHS OF THE BEGINNING SERVICE DATE FOR COVERAGE-ALL SERVICE DATES EXCEEDING THE 12 MONTH LIMITATION WILL NOT BE COVERED.	-
	***DR'S OFFICE MUST CALL DDS MONTHLY TO VERIFY PATIENT'S ELIGIBILITY.	-
	***EFFECTIVE 12-1-15 THE PER PATIENT LIFETIME ORTHODONTIC MAXIMUM HAS BEEN INCREASED FROM \$3000.00 TO \$3600.00. THE FUND PAYS \$862.00 PER QUARTER UP TO THE PATIENTS LIFETIME MAXIMUM. ORTHODONTIC COVERAGE IS FOR DEPENDENT CHILDREN ONLY BETWEEN THE AGES OF 8 AND THE PATIENT'S 19TH BIRTHDAY.	-
	*****EFFECTIVE 1-1-09 SOME IMPLANT SERVICES HAVE BEEN ADDED TO THE FEE SCHEDULE. PANEL DENTISTS ARE NOT REQUIRED TO ACCEPT THE IMPLANT SERVICES AS PAYMENT IN FULL.	-
	***EFFECTIVE 1/1/2015 THE ANNUAL IMPLANT MAXIMUM HAS BEEN INCREASED FROM \$750.00 TO \$3000.00 PER PATIENT. THE INCREASE APPLIES TO DATES OF SERVICE ON OR AFTER 1/1/2015 ONLY.	-
	****THE FOLLOWING IMPLANT CODES ARE PAYABLE ONCE PER 5 YEARS: 6010,6040,6050,6055,6056,6057,6058,6059,6060,6061,6062,6063,6064,6065, 6066,6067,6068,6069,6070,6071,6072,6073,6074,6075,6076,6077,6091,6094, 6190 AND 6194.	-
	****THE FOLLOWING IMPLANT REPLATED CODES ARE PAYABLE ONCE PER 12 MOS: 4263,4264,4270,6080,6090,6093,7950,7951,7953 AND 7955.	-
	****THE FOLLOWING IMPLANT RELATED CODES ARE PAYABLE ONCE PER 6 MONTHS: 6092	-
	****THE FOLLOWING IMPLANT RELATED CODES ARE PAYABLE ONCE PER 24 MONTHS: 6095	-
	****THE FOLLOWING IMPLANT & IMPLANT RELATED CODES HAVE BEEN ADDED AS OF 1/1/2015 AND ARE PAYABLE ONCE EVERY 5 YEARS: 6011,6012,6013,6051,6052,6053,6054,6078,6079	-
	****THE FOLLOWING IMPLANT RELATED CODES HAVE BEEN ADDED AS OF 1/1/2015 AND ARE PAYABLE ONCE PER 12 MONTHS: 6101,6102,6103 & 6104.	-
	****CODE 6199 HAS BEEN ADDED AS OF 1/1/2015 & IS PAYABLE ON A BY REPORT" BASIS."	-

BUILDING TRADES WELFARE BENEFIT FUND  
50 CHARLES LINDBERGH BLVD. STE. 207  
UNIONDALE, NY 11553

Tel: 516-740-5319

icd@dickinsongrp.com

Fax: 516- 740-5320

April 20, 2016

**SUMMARY OF MATERIAL MODIFICATIONS**

The Board of Trustees of the Building Trades Welfare Benefit Fund ("Fund") has adopted the following change to the Building Trades Welfare Benefit Plan ("Plan"). This document summarizes the change. Please keep this document with your Summary Plan Description ("SPD").

**1. Effective May 1, 2016, the following new paragraph is added after the third paragraph under "When Do Benefits Terminate?" beginning on page 13 of the SPD:**

All benefits for you and your Dependents may be terminated if your employer has failed to make the required contributions to the Fund on your behalf when due. If your employer is delinquent in its contributions, consistent with the Fund's Policy for Collection of Delinquent Contributions, the Fund will attempt to notify you of such delinquency prior to any termination of your coverage, although it is not required to do so.

**Grandfathered Status under the Patient Protection and Affordable Care Act**

This group health plan believes this plan is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the Building Trades Welfare Benefit Fund at 516-833-9300. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform)

BUILDING TRADES WELFARE BENEFIT FUND  
50 CHARLES LINDBERGH BLVD. STE. 207  
UNIONDALE, NY 11553  
PHONE: 516-833-9300 FAX: 516-833-9350

July 15, 2016

Dear Participant:

Enclosed are two summaries of material modification (SMM) to the Plan document for the Building Trades Welfare Benefit Fund.

The first SMM addresses changes to the Plan's eligibility rules for new employees. For a new employee, benefits generally begin 90 days after the date of hire, provided the employee works an average of 120 hours per month for three consecutive months. For example, if you are first hired on July 1, 2016 by an employer that contributes to the Fund to obtain healthcare for its employees, and you work a total of at least 360 hours in covered employment during July, August and September, your coverage with the Fund will begin on September 28, 2016, provided your employer makes timely contribution payments to the Fund for July, August and September. However, if your employer chooses to pre-pay the first three months of contributions that are required to be made on your behalf, then your coverage will begin on your date of hire. In the example above, if your employer pays contributions to the Fund on your behalf for July, August and September at the time you are hired, your coverage with the Fund will begin on your hire date - July 1, 2016. If your employer elects to pre-pay these contributions and you do not work the required 360 hours by September 30, however, your coverage will terminate on that date.

The second SMM clarifies the Fund's rules related to the prescription drug benefit and describes the generic drug management program. You may not know this, but many brand name drugs have a generic equivalent with the same strength and quality as the brand drug, but at a much lower cost. Using a generic equivalent instead of a brand name drug can save both you and the Fund money, since they cost less for the Fund and have a lower co-payment for you. When getting a prescription from your doctor, you should ask about whether a generic equivalent is available and if so, whether its appropriate for you.

Should you have any questions, please contact the Fund Office at 516-833-9300.

Sincerely,

The Board of Trustees

20414889v1

BUILDING TRADES ANNUITY FUND  
50 CHARLES LINDBERGH BLVD. STE. 207  
UNIONDALE, NEW YORK 11553  
Phone 516-833-9300  
Fax 516-833-9350

July 15, 2016

**BUILDING TRADES ANNUITY BENEFIT FUND**

**SUMMARY OF MATERIAL MODIFICATION**

The Board of Trustees of the Building Trades Annuity Benefit Fund has adopted the following change to the Building Trades Annuity Benefit Fund's Summary Plan Description ("SPD") effective August 1, 2012. Please keep this document with your SPD.

**Effective July 7, 2016, Section 10 ("What Happens if the Fund Overpays My Benefit?") of your SPD is deleted and replaced with the following new Section 10:**

**10. What Happens if the Fund Pays Benefits in Error?**

If the Fund pays benefits in error, such as when the Fund pays you or your Spouse, alternate payee or Beneficiary more Benefits than you are entitled to, you are required to reimburse the Fund in full and the Fund shall be entitled to recover any such benefits.

The Fund shall have a constructive trust, lien and/or an equitable lien by agreement in favor of the Fund on any overpaid benefits received by you, your Spouse, alternate payee or Beneficiary (including an attorney) that is due to the Fund under this Section, and any such amount is deemed to be held in trust by you or your Spouse, alternate payee or Beneficiary for the benefit of the Fund until paid to the Fund. By accepting benefits from the Fund, you and your Spouse, Alternate Payee or Beneficiary consent and agree that a constructive trust, lien, and/or equitable lien by agreement in favor of the Fund exists with regard to any overpayment of benefits, and in accordance with that constructive trust, lien, and/or equitable lien by agreement, you and your Spouse, alternate payee or Beneficiary agree to cooperate with the Fund in reimbursing it for all of its costs and expenses related to the collection of those benefits.

Any refusal by you or your Spouse, alternate payee or Beneficiary to reimburse the Fund for an overpaid amount will be considered a breach of your agreement with the Fund that the Fund will provide the benefits available under the Plan and you will comply with the rules of the Fund. Further, by accepting benefits from the Fund, you and your Spouse, Alternate Payee or Beneficiary affirmatively waive any defenses you may have in any action by the Fund to recover overpaid amounts or amounts due under any other rule of the Plan, including but not limited to a statute of limitations defense or a preemption defense, to the extent permissible under applicable law.

BUILDING TRADES WELFARE BENEFIT FUND  
50 CHARLES LINDBERGH BLVD. STE. 207  
UNIONDALE, NY 11553  
PHONE 516-833-9300 FAX 516-833-9350

July 15, 2016

**SUMMARY OF MATERIAL MODIFICATIONS**

The Board of Trustees of the Building Trades Welfare Benefit Fund ("Fund") has adopted the following changes and clarifications to the Building Trades Welfare Benefit Plan ("Plan"). This document summarizes these changes. Please keep this document with your Summary Plan Description ("SPD").

**1. The following is added at the end of the third paragraph in the Section entitled "Prescription Drug Benefit," beginning on page 52 of the SPD:**

Medications that are not included in the Fund's formulary are excluded from Fund coverage under the Plan. If you have questions regarding whether a medication is covered, please contact AHC at 1-800-872-8276.

**2. The heading "Quantity Limitations, Pre-authorizations and Step Therapy" on page 52 of the SPD is revised to read "Quantity Limitations, Pre-authorizations, Step Therapy, and Other Limitations" and the following new subsection is added after "Step Therapy":**

**Other Limitations**

Many brand drugs have a generic equivalent that is required to have the same quality, strength, and purity as the brand drug. Therefore, if you receive a prescription for a brand drug that has a generic equivalent, the pharmacist will fill the prescription using the generic equivalent. For new prescriptions on or after August 1, 2016, if you request that the brand drug be provided instead, the Fund will cover the cost of the brand drug up to the amount it would cover for the generic equivalent and you will be required to pay the difference, in addition to the applicable Co-payment, unless the prescriber requires that you receive the brand drug, in which case the Fund will cover the brand drug subject to the other requirements of this Section.

**3. The following new subsection (b)(23) is added to the Section entitled "General Limitations and Exclusions" beginning on page 25 of the SPD:**

(23) Care provided to you or your eligible Dependent(s) to the extent that the cost of the professional care or hospitalization may be recoverable by, or on behalf of, you or your eligible Dependent(s) in any action at law, any judgment, compromise or settlement of any claims against any party, or any other payment you, your Dependent(s) may receive as a result of the accident, no matter how these amounts are characterized or who pays these amounts, as provided in the "Subrogation and Reimbursement" and "Right of Recovery" sections on pages 73 and 71 of this SPD.



**5. Effective July 7, 2016, the Section entitled "Subrogation and Reimbursement" on pages 73 and 74 of the SPD is deleted and replaced with the following:**

#### **SUBROGATION AND REIMBURSEMENT**

Were you or your eligible Dependent injured in a car accident or other accident for which someone else may be responsible? If so, that person (or his/her insurance) may be liable for paying your (or your eligible Dependent's) medical expenses. These expenses are not covered under the Plan.

Waiting for a third party to pay for these injuries may be difficult. Since recovery from a third party can take a long time (you may have to go to court) and your creditors may not wait patiently, as a service to you, the Fund will advance your (or your Dependent's) benefits based on the requirement that you reimburse the Fund in full from any recovery you or your eligible Dependent(s) receive, no matter how such recovery is characterized. This means that you must reimburse the Fund in full if you obtain any recovery from any source, person or entity. This reimbursement and subrogation program is a service to you and your Dependents. It provides for the early payment of benefits and also saves the Fund money (which saves you money too) by making sure that the responsible party pays the costs incurred as a result of your or your Dependent's injuries.

You and/or your Dependent are required to notify the Fund within ten (10) days of any accident or Injury for which someone else may be liable. Further, the Fund must be notified within ten (10) days of the initiation of any lawsuit or settlement negotiations relating to the accident and of the conclusion of any settlement, judgment or payment relating to the accident to protect the Fund's claims.

If you or your Dependent receive any benefit payments from the Fund for any Injury or Sickness, and you or your Dependent recover any amount from any third party or parties in connection with that Injury or Sickness, you or your Dependent must reimburse the Fund from that recovery, the total amount of all benefit payments the Fund made or will make in the future on your or your Dependent's behalf in connection with such Injury or Sickness.

Also, if you or your Dependent receive any benefit payments from the Fund for any Injury or Sickness, the Fund is subrogated to all rights of recovery available to you or your Dependent arising out of any claim, demand, cause of action or right of recovery that has accrued, may accrue or which is asserted in connection with such Injury or Sickness, to the extent of any and all related benefit payments made or to be made by the Fund on your or your Dependent's behalf. This means that the Fund has an independent right to bring an action in connection with such Injury or Sickness in your or your Dependent's name and also has a right to intervene in any action brought by you or your Dependent, including any action against an insurance carrier under any uninsured or underinsured motor vehicle policy.

Any refusal by you or your Dependent to allow the Fund a right to subrogation or to reimburse the Fund from any recovery you receive, no matter how characterized, up to the full amount paid by the Fund on your or your Dependent's behalf relating to the applicable Injury or Sickness, will be considered a breach of the agreement between the Fund and you that the Fund provide the benefits available under the Plan and you comply with the rules of the Fund. Further, by accepting benefits from the Fund, you and your Dependent affirmatively waive any defenses you may have in any action by the Fund to recover amounts due under this Section or any other rule of the Plan, including but not limited to, a statute of limitations defense or a preemption defense, to the extent permissible under applicable law.

Because benefit payments are not payable unless you sign a Subrogation Agreement, your or your Dependent's claim will not be considered filed and will not be paid if the period for filing claims passes before your Subrogation Agreement is received.

Further, any charges for any medical or other treatment, service or supply to the extent that the cost of the professional care or hospitalization may be recovered by, or on behalf of, you or your Dependent in any action at law, any judgment compromise or settlement of any claims against any party, or any other payment you, your Dependent or your attorney may receive as a result of the accident, no matter how these amounts are characterized or who pays these amounts, are excluded from Plan coverage, as provided in this Section.

Under this provision, you and/or your Dependent are obligated to take all necessary action and cooperate fully with the Fund in its exercise of its rights of reimbursement and subrogation, including notifying the Fund of the status of any claim or legal action asserted against any party or insurance carrier and of your or your Dependent's receipt of any recovery. If you are asked to do so, you must contact the Fund Office immediately. You or your Dependent also must do nothing to impair or prejudice the Fund's rights. For example, if you or your Dependent chooses not to pursue the liability of a third party, you or your Dependent may not waive any rights covering any conditions under which any recovery could be received. Where you or your eligible Dependent choose not to pursue the liability of a third party, the acceptance of benefits from the Fund authorizes the Fund to litigate or settle your claims against the third party. If the Fund takes legal action to recover what it has paid, the acceptance of benefits obligates you and your Dependent (and your attorney if you have one) to cooperate with the Fund in seeking its recovery, and in providing relevant information with respect to the accident.

You or your Dependent must also notify the Fund before accepting any payment prior to the initiation of a lawsuit or in settlement of a lawsuit. If you do not, and you accept payment that is less than the full amount of the benefits that the Fund has advanced you, you will still be required to repay the Fund, in full, for any benefits it has paid. The Fund may withhold benefits if you or your Dependent waives any of the Fund's rights to recovery or fail to cooperate with the Fund in any respect regarding the Fund's subrogation rights.

ELECTRICIAN'S RETIREMENT FUND  
50 CHARLES LINDBERGH BLVD. STE. 207  
UNIONDALE, NEW YORK 11553  
Phone 516-833-9300  
Fax 516-833-9350

July 15, 2016

**ELECTRICIAN'S RETIREMENT FUND**

**SUMMARY OF MATERIAL MODIFICATION**

The Board of Trustees of the Electrician's Retirement Fund has adopted the following changes to the Electrician's Retirement Fund's Summary Plan Description ("SPD"). Please keep this document with your SPD.

**1. Effective January 1, 2018, the following is added to the last sentence of the first paragraph under Section 8(A) ("Normal Retirement Pension"):**

For Active Participants who work on or after January 1, 2018, the accrual rate is \$85 per year of Pension Service for all years of service under the Plan.

**2. Effective July 7, 2016, Section 18 ("What Happens If the Fund Overpays My Benefit?") is deleted and replaced with the following new Section 18:**

**18. What Happens if the Fund Pays Benefits in Error?**

If the Fund pays Benefits in error, such as when the Fund pays you or your Spouse, Alternate Payee or Beneficiary more Benefits than you are entitled to, you are required to reimburse the Fund in full and the Fund shall be entitled to recover any such Benefits.

The Fund shall have a constructive trust, lien and/or an equitable lien by agreement in favor of the Fund on any overpaid Benefits received by you, your Spouse, Alternate Payee or Beneficiary (including an attorney) that is due to the Fund under this Section, and any such amount is deemed to be held in trust by you or your Spouse, Alternate Payee or Beneficiary for the benefit of the Fund until paid to the Fund. By accepting Benefits from the Fund, you and your Spouse, Alternate Payee or Beneficiary consent and agree that a constructive trust, lien, and/or equitable lien by agreement in favor of the Fund exists with regard to any overpayment of Benefits, and in accordance with that constructive trust, lien, and/or equitable lien by agreement, you and your Spouse, Alternate Payee or Beneficiary agree to cooperate with the Fund in reimbursing it for all of its costs and expenses related to the collection of those Benefits.

Any refusal by you or your Spouse, Alternate Payee or Beneficiary to reimburse the Fund for an overpaid amount will be considered a breach of your agreement with the Fund that the Fund will provide the Benefits available under the Plan and you will comply with the rules of the Fund. Further, by accepting Benefits from the Fund, you and your Spouse, Alternate Payee or Beneficiary affirmatively waive any defenses you may have in any action by the Fund to recover overpaid amounts or amounts due under any other rule of the Plan, including but not limited to a statute of limitations defense or a preemption defense, to the extent permissible under applicable law.

BUILDING TRADES WELFARE BENEFIT FUND  
50 CHARLES LINDBERGH BLVD. STE. 207  
UNIONDALE, NY 11553  
Phone: 516-833-9300  
Fax: 516-833-9350

July 15, 2016

**SUMMARY OF MATERIAL MODIFICATIONS**

The Board of Trustees of the Building Trades Welfare Benefit Fund ("Fund") has adopted the following clarification to the Building Trades Welfare Benefit Plan ("Plan"). Please keep this document with your Summary Plan Description ("SPD").

**The first sentence of the last paragraph on page 10 is deleted and replaced with the following:**

If you are a new Employee that begins work in Covered Employment on or after August 1, 2012, your eligibility for benefits will begin either: (1) on the first day of the month after you have worked an average of 120 hours per month for three months or 360 hours in the preceding three months, and the Fund has properly received contributions from your Employer on your behalf for these months; or (2) on such earlier date as required under the collective bargaining agreement or other written agreement governing your participation in the Fund.

**Grandfathered Status under the Patient Protection and Affordable Care Act**

This group health plan believes this plan is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the Building Trades Welfare Benefit Fund at 516-833-9300. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform)

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**BUILDING TRADES WELFARE BENEFIT FUND**

**50 CHARLES LINDBERGH BLVD. STE. 207**

**UNIONDALE, NY 11553**

**Tel: 516-740-5319**

**icd@dickinsongrp.com**

**Fax: 516- 740-5320**

**December 31, 2016**

**Import Annual Notice Regarding Benefits under the Building Trades Welfare Fund**

**NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT**

This Plan may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mothers' and newborns' attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

**WOMEN'S HEALTH AND CANCER RIGHTS ACT**

This Plan will provide coverage for any necessary surgery and reconstruction of the breast on which a mastectomy was performed, and the Plan will further provide surgical benefits to allow for the reconstruction of the breast on which a mastectomy was not performed in order to achieve a symmetrical appearance. The Plan will provide benefits for the cost of prostheses (including implants, special bras, etc.) following a mastectomy, and will also provide benefits for the physical complications of all stages of a mastectomy including lymphedemas. All of these benefits will be provided to any Member receiving benefits in connection with a mastectomy. These benefits will be subject to the same deductible, coinsurance, or copayments, if any, that apply to mastectomies (surgery) and prostheses under the Plan.

**Grandfathered Status under the Patient Protection and Affordable Care Act**

This group health plan believes this plan is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the Building Trades Welfare Benefit Fund at 516-833-9300. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform)

**Building Trades Benefit Funds**  
**50 Charles Lindbergh Blvd.**  
**Suite 207**  
**Uniondale, NY 11553**  
**Tel: 516-833-9300**

**March 9, 2017**

**SUMMARY OF MATERIAL MODIFICATIONS**

The Board of Trustees of the Building Trades Welfare Benefit Fund ("Fund") is pleased to announce the following benefit improvement to Program A of the Building Trades Welfare Benefit Plan ("Plan"). This document summarizes the changes. Please keep this document with your Summary Plan Description ("SPD").

**The table labeled "Life and Accidental Death & Dismemberment Insurance (Employee and Spouse only)" on page 9 is deleted and replaced with the following:**

**Life and Accidental Death & Dismemberment Insurance**

Life Insurance (Active Employee Only) .....	\$40,000.00
Life Insurance (Active Employee's Lawful Spouse Only) .....	\$10,000.00
Life Insurance (Retiree Only)* .....	\$10,000.00
Accidental Death & Dismemberment Principal Sum (Active Employee Only) .	\$40,000.00

\*To be eligible for the Life Insurance (Retiree Only) benefit, you must also be receiving a pension from the Electrician's Retirement Fund.

**Grandfathered Status under the Patient Protection and Affordable Care Act**

This group health plan believes this plan is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the Building Trades Welfare Benefit Fund at 516-833-9300. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform)

**BUILDING TRADES WELFARE BENEFIT FUND**  
**50 CHARLES LINDBERGH BLVD. STE 207**  
**UNIONDALE, NY 11553**  
**516-833-9300**

**MAY 4, 2017**

**SUMMARY OF MATERIAL MODIFICATIONS**

The Board of Trustees of the Building Trades Welfare Benefit Fund ("Fund") is pleased to announce the following benefit improvement to Plan D of the Building Trades Welfare Benefit Plan ("Plan"). This document summarizes the changes. Please keep this document with your Summary Plan Description ("SPD").

**1. Effective January 1, 2017, the subsection titled "Out-Patient Benefits" under the Hospital Expense section on page 27 of the SPD is deleted and replaced with the following:**

Even though a Room and Board benefit may not be payable, a benefit shall be payable for Covered Expenses incurred for Hospital out-patient emergency medical services consistent with the requirements of applicable law.

The full Hospital Expense Benefit, as set forth in the Schedule of Benefits, will be available for each period of Hospital confinement that is not a Successive Period of Confinement, as defined at page 22.

**2. Effective July 1, 2016, the definition of "Maintenance Drug" on page 21 of the SPD is deleted and replaced with the following:**

*Maintenance Drug* means a drug prescribed by a licensed provider for on-going, day-to-day treatment of a condition which is expected to last more than thirty (30) days. Examples of Maintenance Drugs covered by the Plan include, but are not limited to, prescriptions requiring compounding and insulin. For current information about Maintenance Drugs covered by the Plan, contact Express Scripts at (800) 417-8164.

**3. Effective July 1, 2016, the definition of "Medically Necessary" is on page 21 of the SPD is deleted and replaced with the following:**

*Medically Necessary* means a medical or dental treatment that is required to identify or treat the Sickness or Injury that has been diagnosed by, or is reasonably suspected by, a Physician or other licensed provider, as required by law. The service must be consistent with currently accepted medical or dental practice and with the diagnosis and treatment

of the condition, be in accordance with local standards of good medical practice, be required for reasons other than the person's or the Physician's or medical provider's convenience and be performed in the least costly setting required by your condition, and is not Experimental in nature. A treatment is not Medically Necessary just because it is recommended by your Physician, medical provider, or Dentist.

**4. Effective July 1, 2016, the definition of "Sickness" on page 22 of the SPD is deleted and replaced with the following:**

*Sickness* means a non-occupational illness, condition or disease that requires treatment by a Physician or other licensed provider that causes a loss covered by the Plan.

**5. Effective July 1, 2016, items (b)(3) and (b)(10) under the "General Limitations and Exclusions" section on page 23 of the SPD are deleted and replaced with the following:**

- (3) Incurred unless performed or prescribed as Medically Necessary by a licensed provider.
- (10) Expenses which are not approved by a Physician or other licensed provider, to the extent required by law.

**6. Effective July 1, 2016, item 4 under "Home Health Care Expenses" on Page 29 of the SPD is deleted and replaced with the following:**

- 4. Medical supplies, drugs and medications prescribed by a Physician or other licensed provider, to the extent required by law.

**7. Effective July 1, 2016, item 2 under "Limitations and Exclusions" on page 29 of the SPD is deleted and replaced with the following:**

- 2. Any period during which the Covered Person is not under the care of a Physician or other licensed provider, to the extent required by law.



**BUILDING TRADES WELFARE BENEFIT FUND**  
**50 CHARLES LINDBERGH BLVD. STE. 207**  
**UNIONDALE, NY 11553**  
**516-833-9300**

**January 2, 2018**

**SUMMARY OF MATERIAL MODIFICATIONS**

The Board of Trustees of the Building Trades Welfare Benefit Fund ("Fund") has adopted the following changes and clarifications to Plan A of the Building Trades Welfare Benefit Plan ("Plan") effective January 1, 2018. This document summarizes these changes. Please keep this document with your Summary Plan Description ("SPD").

**1. The definition of "Customary Charge" on page 19 of the SPD is deleted and replaced with the following and all references to "Customary Charge" throughout the SPD are changed to "Maximum Medical Allowance":**

*Maximum Medical Allowance* means charges for medical care, services, or supplies Medically Necessary to your care, to the extent it does not exceed the general level of charges being made by providers of similar training and experience in the locality where the charge is incurred when finishing customary treatment for similar Sickness, condition, or Injury, whether in-network or out-of-network. The term "locality" means a country or such greater area as necessary to establish a representative cross section of providers regularly furnishing the type of treatment, services, or supplies for which the charge was made. The Maximum Medical Allowance is based on Medicare's allowance at the 250<sup>th</sup> percentile. The Maximum Medical Allowance payable will not exceed the maximum amounts set forth in the Schedule of Benefits adopted by the Board of Trustees for in-network claims. For out-of-network claims, amounts payable will not exceed the Maximum Allowable Amount, which is based on Medicare's allowance at the 250<sup>th</sup> percentile. Any out-of-network charges above the reasonable, Maximum Allowable Amount are the responsibility of the Participant.

**2. The following sentence is added to the end of the "General Limitations and Exclusions" Section beginning on page 25 of the SPD:**

Expenses for all out-of-network charges that are above the reasonable, Maximum Medical Allowance are excluded from Fund coverage.

**3. The second paragraph in the Section entitled "Hospital Expense Benefit," on page 27 of the SPD is deleted and replaced with:**

For in-patient, out-patient and ambulatory surgical services, if you are treated at an in-network Hospital, in-network out-patient facility or an in-network ambulatory surgical center and in the course of receiving services, you are treated by an out-of-network (non-participating) surgeon, assistant surgeon, pathologist, radiologist or ambulance through no

fault of your own, the cost of such services will be paid at 80% of the Maximum Allowable Amount, provided such payment is reasonable.

**4. The second sentence of the first paragraph in the Section entitled “Skilled Nursing Facility Benefit” on page 28 of the SPD is deleted and replaced with the following:**

For confinement at an out-of-network Skilled Nursing Care Facility, the Fund will pay 80% of the Maximum Allowable Amount, provided such payment is reasonable, within the sole and absolute discretion of the Board of Trustees.

**5. The following sentence is added to the end of the “Subrogation and Reimbursement” section beginning on page 73 of the SPD:**

Participants and/or dependents are prohibited from assigning their ERISA rights to providers, with the exception that Participants and/or Dependents may assign the right to receive payment from the Fund to the provider for services rendered by the provider.

**Grandfathered Status under the Patient Protection and Affordable Care Act**

This group health plan believes this plan is a “grandfathered health plan” under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the Building Trades Welfare Benefit Fund at 516-833-9300. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform)

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