

BOSTON TEACHERS UNION

Paraprofessional Health and Welfare Fund



2018 BENEFIT PLAN
INFORMATION BOOKLET

**BOSTON TEACHERS UNION PARAPROFESSIONAL
HEALTH AND WELFARE FUND**

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The following benefits are provided directly by the Fund:

Dental Benefit
Eye Care Benefit
Funeral Expense Benefit
Hearing Aid Benefit
Hospitalization Income Supplement Benefit
Medic-Alert Benefit
Prepaid Legal Services Benefit

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ELIGIBILITY

Who is Eligible?

All Covered Paraprofessionals and their Eligible Dependents are eligible for the benefits described in this booklet (except that Eligible Dependents do not qualify for the Hospitalization Income Supplement, the Funeral Expense Benefit or Recreational Benefits¹) if they meet the following definitions:

1. Covered Paraprofessionals include:
 - a. All persons employed or compensated by the City of Boston as a Paraprofessional and who are in the bargaining unit² for teacher paraprofessionals and others at the Boston School Department represented by the Boston Teachers Union; or
 - b. An elected or appointed officer of the Boston Teachers Union on leave of absence from his/her position as a Paraprofessional in the Boston Public Schools; or
 - c. A full-time employee of this Fund;
 - d. A Cluster Substitute Teacher and for whom, in the then current fiscal year of the Fund,³ the required contribution has been paid or is required to be made to the Fund; or
 - e. An ABA specialist and for whom, in the then current fiscal year of the Fund,³ the required contribution has been paid or is required to be made to the Fund.
2. Eligible Dependents of a Covered Paraprofessional may include the Paraprofessional's:
 - a. Lawful spouse; and
 - b. A Child as defined below.

To qualify for dependent coverage under the Fund, a child must: (1) meet the definition of "Child" below; and (2) be under age 26. Under these new rules, the child can be married and with the exception of grandchildren, does not have to be financially dependent on the member for support to qualify for Plan coverage. However, coverage will not be provided to the dependent's spouse.

¹ Dependents are eligible to participate in the Fun Run, but are not eligible for any other recreational benefits.

² The bargaining unit for teacher paraprofessionals includes persons in those job titles listed in Article I, Section A of the Collective Bargaining agreement between the Boston Teachers Union and Boston School Committee covering the teacher paraprofessionals.

³ The fiscal year is September 1 to August 31.

“Child” Defined: The Covered Paraprofessional’s natural or adopted child (including a child placed for adoption), stepchild (the Covered Paraprofessional’s spouse’s natural or adopted child, or a child placed for adoption), or foster child. In addition, the unmarried descendent of any of the above (“grandchildren”) under age 26 will be eligible for coverage provided the descendent has the same principal place of abode as the Covered Paraprofessional for over half of the year and is dependent on the Covered Paraprofessional for over half of his/her support (i.e., the child does not provide over one-half of his/her own financial support).

Documentation of the Covered Paraprofessional’s relationship with the Child is required at enrollment.

If your unmarried dependent Child age 26 or older is incapable of self-sustaining employment because of a physical or mental handicap, coverage will be continued, provided the incapacity commenced prior to the Child’s attaining age 26. You must submit proof to the Fund Office of your dependent Child’s incapacity before the later of 31 days after the date the Child attains age 26 or 31 days after you become eligible as a Covered Paraprofessional. Proof of the continued existence of such incapacity shall be periodically required to maintain coverage eligibility and shall be furnished to the Fund Office upon request.

PLEASE NOTE: Dependents of a Covered Paraprofessional are eligible for Dental, Eye Care, Medic-Alert Benefit, Hearing Aid Benefit and Prepaid Legal Services Benefit.

Termination of Eligibility

When does an Employee’s Eligibility for Benefits Terminate?¹

Eligibility for benefits terminates for the employee when the employee is no longer employed as described in la., lb., 1c. or 1d. under “Who is Eligible.”

When does a Dependent’s Eligibility for Benefits Terminate?

Eligibility for benefits terminates for a dependent on the earlier of:

1. The date the employee’s eligibility for benefits terminates; or
2. The date the dependent no longer meets the definition of an eligible dependent. (See 2a. and 2b., under “Who Is Eligible.”)

¹ Termination of benefits is subject to continuation rights under COBRA.

However, if termination of the employee's eligibility is due to death, the Eligible Dependents will remain eligible until the end of the then current fiscal year of the Fund. Upon termination of eligibility, the Eligible Dependents will be eligible to continue coverage on a self-pay basis under federal legislation known as the 1986 Consolidated Omnibus Budget Reconciliation Act (COBRA).

GENERAL INFORMATION

Documentation and Enrollment

You are required to furnish the following documentation for dependents' coverage, if you have not already done so:

1. Marriage certificate;
2. Birth certificate document showing both parents' names and date of birth of each child;
3. Divorce decree if applicable;
4. For "grandchildren" under age 26, specifically the unmarried descendent of the Covered Paraprofessional's natural or adopted child (including a child placed for adoption), stepchild (the Covered Paraprofessional's spouse's natural or adopted child, or a child placed for adoption), or a foster child who satisfies the definition of Eligible Dependent, the following:
 - a. The Covered Paraprofessional's statement attesting to: the relationship of the child and the Covered Paraprofessional ("grandchild"), and that the "grandchild" has the same principal abode as the Covered Paraprofessional for over half of the year and is dependent on the Covered Paraprofessional for over half of his/her support (i.e., the child does not provide over one-half of his/her financial support); and
 - b. If applicable, the original court document, or written statement on letterhead of authorized placement agency, establishing a guardianship, adopted child or foster child status for the child claimed as a dependent; and
 - c. Appropriate tax returns.

It is necessary also to notify the Fund Office of any change in your family status by reason of marriage, birth of a child, death, divorce or legal separation after the date you become a Covered Paraprofessional. Failure to file the required information may delay payment of benefits to you or your dependents.

You may submit documentation to the Fund Office in person or by mail. **Photocopies will not be accepted.** All documentation will be photocopied by the Fund Office and the originals returned immediately to you. You must submit a completed Health and Welfare Fund Enrollment Card to the Fund Office before you can obtain benefits.

Please keep this Health and Welfare Fund informed of any change in your address or other enrollment information.

This Plan complies with the federal law regarding Special Enrollment by virtue of the fact that all eligible Covered Paraprofessionals and their Eligible Dependents can enroll in Plan benefits if the eligibility requirements of the Plan are met. There is no option to decline coverage.

PLEASE NOTE: Dependents of a Covered Paraprofessional are eligible for dental benefits, eye care benefits, hearing aid benefits, Medic-Alert benefits and prepaid legal services benefits.

Special Items of Note

Benefits will be provided only for the charges incurred or services rendered on a date a Covered Paraprofessional or dependent is eligible under the Plan.

All claims must be submitted within one year from the date of service.

If you submit a “bad check” to the Fund to cover any expense, any bank charge for depositing the “bad check” will be charged to you.

HEALTH PLAN BENEFITS CONTINUATION COVERAGE RIGHTS UNDER COBRA

Introduction

This section of the Information Booklet contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage may become available to you and other members of your family who are covered under the Plan when you would otherwise lose your group health coverage.

The Fund Administrator is Eugene M. McGlynn, Sr., 180 Mount Vernon Street, Boston, MA 02125-3198 (617) 288-5883. The Fund Administrator is responsible for administering COBRA continuation coverage.

COBRA Continuation Coverage

COBRA continuation coverage continues Plan coverage for certain benefits when coverage would otherwise end because of a life event known as a “qualifying event.” Specific qualifying events are listed later in this section. COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” A qualified beneficiary is someone who will lose coverage under the Plan because of a qualifying event. Depending on the type of qualifying event, employees, spouse of employees and dependent children of employees may be qualified beneficiaries. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

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

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

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

1. Your spouse dies;
2. Your spouse’s hours of employment are reduced;
3. Your spouse’s employment ends for any reason other than his or her gross misconduct;
4. Your spouse becomes enrolled in Medicare (Part A, Part B or both);

5. You become divorced from your spouse.¹

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

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

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

If a qualifying event that is a termination of employment or reduction in hours occurs less than 18 months after the date you become entitled to Medicare (Part A, Part B or both), the period of coverage for your dependents who are qualified beneficiaries will last until 36 months after the date of the Medicare entitlement.

When the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage lasts for up to 18 months. There are two ways in which this 18-month period of COBRA continuation 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 to be disabled at any time during the first 60 days of COBRA Continuation Coverage and you notify the Fund Administrator in a timely fashion, you and your entire family can receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months.

¹ A divorced spouse may be eligible under Massachusetts statutes or statutes of the state in which you live for continuation of certain health plan coverages for divorced spouses.

Second Qualifying Event Extension of 18-Month Period of Continuation Coverage

If your family experiences another qualifying event while receiving COBRA continuation coverage, the spouse and dependent children in your family can get additional months of COBRA continuation, up to a maximum of 36 months from the date of the original qualifying event. This extension is available to the spouse and dependent children if the former covered employee dies, enrolls in Medicare (Part A, Part B or both) or gets divorced. The extension is also available to a dependent child when that child stops being eligible under the Plan as a dependent child.

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Fund Administrator has been notified that a qualifying event which results in a loss of coverage has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or enrollment of the employee in Medicare (Part A, Part B or both), the employer must notify the Fund Administrator of the qualifying event within 30 days following these events.

Acquiring a New Dependent(s) while Covered by COBRA

If you acquire a new Dependent through marriage, birth, or placement for adoption while you are enrolled in COBRA continuation coverage, you may add that Dependent to your coverage for the balance of the COBRA continuation coverage period. To enroll your new Dependent for COBRA coverage, you must notify the Fund Administrator within 30 days of acquiring the new Dependent. There may be a change in your COBRA premium amount to cover the new Dependent.

If a Dependent of an active Employee with COBRA continuation coverage, was eligible for but did not elect COBRA continuation coverage at the time of the Employee's qualifying event because the Dependent had other group health coverage at that time, and the Dependent loses the other coverage due to exhaustion of COBRA or, for non-COBRA coverage, due to loss of eligibility or termination of employer contributions, the Employee may add the Dependent to his COBRA continuation coverage for the remainder of the COBRA period provided he does so within 30 days after the Dependent's loss of the other coverage.

Retirement Extension of 18-Month Period of Continuation Coverage

If you retire as a Covered Paraprofessional and elect COBRA continuation coverage in a timely fashion, you and your entire family can receive up to an additional 6 months of COBRA continuation coverage, for a total maximum of 24 months.

How Does the COBRA Election Take Place?

Step 1: Notification. As a covered employee or other qualified beneficiary, you are responsible for providing the Fund Administrator with timely notice, and documentation (if requested), of certain qualifying events. You must provide the Fund Administrator notice of the following qualifying events:

1. The divorce of a covered employee from his or her spouse.
2. A beneficiary ceasing to be covered under the plan as a dependent child of a covered employee.
3. The occurrence of a second qualifying event after a qualified beneficiary has become entitled to COBRA with a maximum of 18 (or 29) months. This second qualifying event could include an employee's death, entitlement to Medicare, divorce or child losing dependent status.

In addition to these qualifying events, there are two other situations where a covered employee or other qualified beneficiary is responsible for providing the Fund Administrator with notice within the timeframe noted in this section:

1. When a qualified beneficiary entitled to receive COBRA coverage with a maximum of 18 months has been determined by the Social Security Administration to be disabled. If the Social Security Administration determines that the disability occurred prior to the COBRA qualifying event or within the first 60 days of the COBRA continuation period, the qualified beneficiary may be eligible for an 11-month extension of the 18-month maximum coverage period, for a total of 29 months of COBRA coverage.
2. When the Social Security Administration determines that a qualified beneficiary is no longer disabled.

You must make sure that the Fund Administrator is notified of any of these five occurrences listed above. Failure to provide this notice within the form and timeframes described below may prevent you and/or your dependents from obtaining or extending COBRA coverage.

Your employer is required to notify the Fund within 30 days of the occurrence of the following qualifying events:

1. A reduction in hours affecting your eligibility to continue in employment as a member of a BTU Paraprofessional-represented bargaining unit;
2. The termination of your employment for any reason other than gross misconduct on your part.

Your employer's late notification to the Fund of the occurrence of these qualifying events will not affect your right to elect coverage, but late notice will not extend the period of continuation coverage or create coverage where it would not otherwise exist.

How Should a Notice Be Provided?

Notice of any of the five situations listed above must be provided in writing. You may use the Fund's "COBRA Notice Form for Covered Employees and Other Qualified Beneficiaries" to provide notice to the Fund. You may obtain a copy of this form by contacting the Fund Administrator at (617) 288-5883. Alternatively, you may send a letter to the Fund containing the following information: your name, which of the five events listed above you are providing notice of and the date of the event.

To Whom Should the Notice Be Sent?

Notice should be sent to Eugene M. McGlynn, Sr., Fund Administrator, Boston Teachers Union Paraprofessional Health and Welfare Fund, 180 Mount Vernon Street, Boston, MA 02125-3198. Notice may be sent by first-class mail.

When Should the Notice Be Sent?

If you are providing notice due to a divorce, a dependent losing eligibility for coverage or a second qualifying event, you must send the Notice no later than **60 days after the later of:** (1) the date of that qualifying event; or (2) the date upon which coverage would be lost under the Plan as a result of the qualifying event. In the event of divorce, you must provide a copy of the divorce decree or proof of legal separation.

If you are providing notice of a Social Security Administration determination of disability, notice must be sent no later than **60 days after the latest of:** (1) the date of the disability determination by the Social Security Administration; (2) the date of the qualifying event; or (3) the date on which the qualified beneficiary would lose coverage under the Plan due to the qualifying event, and before the end of the first 18 months of coverage. In the event of disability, you must provide a copy of the Social Security Administration determination of disability.

If you are providing notice of a Social Security Administration determination that you are **no longer** disabled, notice must be sent no later than **30 days after** the date of the determination by the Social Security Administration that you are no longer disabled.

These time periods to provide these notices will not begin until you have been informed of the responsibility to provide these notices and these notice procedures through the furnishing of a Benefit Plan Information Booklet or a general (initial) notice by the Plan.

Who Can Provide a Notice?

Notice may be provided by the covered employee or other qualified beneficiary with respect to the qualifying event, or any representative acting

on behalf of the covered employee or other qualified beneficiary. Notice from one individual will satisfy the notice requirement for all related qualified beneficiaries affected by the same qualifying event. For example, if an employee, spouse and child are all covered by the plan, and the child ceases to be a dependent under the plan, a single notice sent by the spouse would satisfy this requirement.

If you or your dependents have provided notice to the Fund Administrator of a divorce, a beneficiary ceasing to be covered under the Plan as a dependent or a second qualifying event, but are not entitled to COBRA, the Fund Administrator will send you a written notice stating the reason why you are not eligible for COBRA. This will be provided within 14 days of receiving your notice.

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

IMPORTANT: If you don't notify the Fund Office of a qualifying event as described above, you will lose your right to elect COBRA coverage entirely, as described above.

If you and/or your Eligible Dependents become eligible to self-purchase COBRA coverage due to any of the following three qualifying events: covered employee's termination of employment; reduction in hours of employment resulting in a loss of coverage; or death, the Fund Office will notify you and will send the election form and information. You must then return the election form within 60 days of the loss of coverage or the date you receive the notice, whichever is later.

If you choose COBRA coverage, no evidence of insurability is required. If you do not choose continuation coverage, your coverage of benefits provided by this Fund will end.

Step 2: Election of Coverage. Once the Fund Office sends you your COBRA election materials, you have **60 days** to make an election.

Step 3: Payment. Once the Fund Office receives your election material, they will notify you of the amount of premium you owe. You will have 45 days from the date you made your COBRA election to make payment for all premiums owed for the period. If payment is not received, COBRA coverage will be cancelled retroactively to the date your coverage under the Plan terminated.

Your monthly payments are due on the 1st day of each month. You will have a 30-day grace period in which to pay. Payments should be mailed to the Fund

Office. If your payment is not received by the end of the grace period, your coverage will be cancelled retroactively to the last day of the previous month, and you will lose all rights to continuation coverage under the Plan.

Why Continue Coverage?

In considering whether to elect continuation coverage, you should take into account that a failure to continue your group health coverage could affect your future rights under federal law. You should take into account that you have special enrollment rights under federal law. You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your spouse's employer) within 30 days after your group health coverage ends because of the qualifying events listed above. You will also have the same special enrollment right at the end of continuation coverage if you get continuation coverage for the maximum time available to you.

Confirmation of Coverage Before Election or Payment of COBRA Premiums

If a health care provider requests confirmation of coverage and:

1. you, your spouse or dependent children have elected COBRA but have not yet paid the premium (and the grace period is still in effect); or
2. you, your spouse or dependent children are within the COBRA election period but have not yet elected COBRA;

COBRA coverage will be confirmed to your health care provider but with notice that the premium has not been paid and that no claims will be paid until the amount due has been received by the Fund. Additionally, your provider will be informed that if the amount due is not received by the end of the grace period, your coverage will terminate retroactively.

What Coverage is Available if I Elect COBRA?

Paraprofessionals, their spouses and their dependent children may continue dental, eye care, hearing aid and Medic-Alert benefits when coverage would otherwise end because of a qualifying event. Only Paraprofessionals may continue hospitalization income supplement benefits under COBRA. More specific information will be provided to you when you become eligible for continuation coverage.

If, during the period of COBRA Continuation Coverage, you marry, have a newborn child or have a child placed with you for adoption, that spouse or dependent child may be enrolled for coverage for the balance of the period of COBRA Continuation Coverage on the same terms available to active employees. Enrollment must occur no later than 30 days after the marriage, birth or placement for adoption. Adding a spouse or dependent child may cause an increase in the amount you must pay for COBRA Continuation Coverage.

The Cost

Covered Paraprofessionals and/or their Eligible Dependents may be required to pay the entire cost of continued group coverage at group rates. In general, the cost will not exceed 102% of the cost of these benefits to the Fund. The cost of the 11-month extension of coverage in the case of a Social Security disability determination will be that set forth in federal legislation, and may be up to 150% of the applicable cost.

Specific cost information will be given to you when you become eligible for this type of continuation coverage.

When Continuation Coverage May Be Cut Short

The law also provides that COBRA Continuation Coverage may be cut short for any of the following reasons:

1. The Fund no longer provides group health coverage to any of its similarly situated Covered Paraprofessionals;
2. You do not pay the applicable premium for your COBRA Continuation Coverage on time; or
3. The covered person becomes entitled to Medicare.

If continuation coverage is terminated before the end of the maximum coverage period, the Fund Administrator will send you a written notice as soon as practicable following the Fund Administrator's determination that continuation coverage will terminate. The Notice will set out why continuation coverage will be terminated early, the date of termination, and your rights, if any, to alternative individual or group coverage.

If You Have Questions

If you have questions about your COBRA continuation coverage, you should contact the Fund Administrator (contact information is on page 49 of this Information Booklet). You may also contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). The phone number for the Boston Regional EBSA Office is (617) 565-9600. The address for the Boston Regional Office is available through EBSA's website at www.dol.gov/ebsa.

Keep Your Plan Informed of Address Changes

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

BENEFITS FOR COVERED PARAPROFESSIONALS AND THEIR ELIGIBLE DEPENDENTS

Dental Benefits

Delta Dental PPO *Plus Premier*

When you need dental services, you will be able to select a dentist from either the Delta Dental Premier or the Delta Dental PPO network of dentists.

Approximately 96% of Massachusetts' dentists participate in DeltaPremier. Fewer dentists (about 20% of Massachusetts' dentists) participate in the Delta Dental PPO network, but, for patients, the out-of-pocket payment is lower because those dentists reduce their normal fees by 20% – 30% for Delta Dental PPO patients.

The Fund payment is the same for each network, but the dentist's charges are different.

To find out if your dentist is part of the Delta Dental PPO network you can: (1) call your dentist and ask, (2) call Delta Dental's Customer Service Department at (800) 872-0500 or (3) visit Delta's website at www.deltadentalma.com.

General Information

The Dental Plan provides dental benefits through payment for dental services specified in the Schedule of Covered Dental Procedures up to the amounts shown if you or an Eligible Dependent receive such services from a participating dentist. Dental services are also covered when they are rendered by a non-participating dentist but at a different reimbursement rate. See "How to Obtain Dental Benefits."

Dental benefits are subject to a maximum payment for each covered individual in a calendar year. You are, of course, responsible for any difference between the dental allowance payable by the Plan and the dentist's fee.

For covered implant procedures, there is a separate maximum payment for each covered individual in a calendar year. Payments for implant-related procedures (abutments and crowns) will be also be applied to the calendar year maximum payment for each covered individual.

Orthodontic benefits are subject to a lifetime maximum for each covered individual. You will be responsible for all charges in excess of the lifetime maximum. Payment for orthodontic benefits is not included in the calculation of the calendar year maximum payment for each covered individual.

Coordination of Benefits

When dental benefits would be payable under more than one group plan, benefits payable under those Plans will be coordinated to the extent that the total benefits under all group plans will not exceed 100% of any necessary, reasonable and customary expense which is covered in whole or in part under at least one of those group plans.

How Your Coverage Begins

Covered Paraprofessionals enroll themselves and their Eligible Dependents in the dental benefits program by completing an enrollment card supplied by the Fund Office. You will later receive a Subscriber Identification (I.D.) Card directly from Delta Dental Plan. The I.D. card will show your name, identification number, group number and a list of telephone numbers to call if you or your dentist need to contact Delta Dental with questions or problems. Your identification number should be the same as your Social Security number and is the identification number of all your Eligible Dependents.

Your I.D. Card, which indicates eligibility and the extent of your coverage, must be presented to your dentist at your first visit. This will initiate the claims process and ensure your access to available benefits.

How to Obtain Dental Benefits

Inside Massachusetts

1. Ask if your dentist is a participating dentist. If “yes,” inform your dentist that you are an eligible Covered Paraprofessional or dependent and supply your Delta Dental Plan group number and your identification number, which identifies you as an eligible Covered Paraprofessional or dependent. Your group number, even if you are the dependent, is 4357-7401, and your identification number, even if you are the dependent, is the Covered Paraprofessional’s Social Security number. Payment for dental services rendered in accordance with Delta Dental Plan up to the maximum shown in the Schedule of Covered Dental Procedures will be made directly to the participating dentist.
2. Even if your dentist does not have an agreement with Delta Dental (a non-participating dentist), ask the dentist to file a claim. If you, rather than the dentist, file a claim, you must submit a completed Attending Dentist’s statement and original itemized bills and mail your claim to:

Delta Dental Plan
P.O. Box 9695
Boston, MA 02114

Attending Dentist's Statements are available from the Delta Dental Plan Customer Service office by calling the appropriate number:

Metropolitan Boston (617) 886-1234

Massachusetts (toll-free) (800) 872-0500

Fund Office (617) 288-5883.

Benefit payments for services of a non-participating Massachusetts dentist will likely be less than the amount which would have been paid had services been rendered by a participating dentist. Benefit payments for services by a non-participating Massachusetts dentist are based on 80% of the dentist's charge or 80% of the Schedule of Covered Dental Procedures, whichever is less.

Benefit payments for the services of a non-participating Massachusetts dentist will be made ONLY to the Covered Paraprofessional.

Outside Massachusetts

When you receive covered services from a non-participating dentist who practices and treats you outside of Massachusetts, either you or the dentist may submit an Attending Dentist's Statement to Delta Dental Plan. If you send Delta Dental a written request and your dentist agrees, Delta Dental Plan will make any benefit payments to your dentist instead of to you. Otherwise, in the absence of such a request, Delta Dental will send you the benefit payments if any are due.

Benefit payments for services of a non-participating dentist outside of Massachusetts will be based on the Schedule of Covered Dental Procedures.

Predetermination of Benefits

If your dentist expects that treatment costs will exceed the amount indicated in the schedule, he or she should submit a treatment plan to Delta Dental Plan before services are rendered. A treatment plan is a detailed description of the procedures that the dentist plans to perform and includes an estimate of the charges for each service. After reviewing the treatment plan, Delta Dental Plan will notify the dentist about the extent of the benefits available for the services reported.

Time Limit for Filing Claims

All claims for services by both participating and non-participating dentists must be submitted to Delta Dental Plan within one year of the date of service.

Limitations

No payment shall be made except as outlined in your Dental Plan Schedule of Covered Dental Procedures. As some examples, no payment shall be made:

1. for any professional fees whatsoever other than the fees of the dentist performing the treatment,
2. for dental fees incurred for any treatment,
 - a. due to sickness resulting from an occupational disease, (for the purpose of the policy, the term “occupational disease” shall mean a disease for which the member, for whom a claim is submitted, is entitled to benefits under the applicable Workers’ Compensation Law, Occupational Disease Law, or similar legislation), or
 - b. due to accidental bodily injuries resulting out of and in the course of an individual’s employment for which the person is entitled to benefits under the applicable Worker’s Compensation Law, Occupational Disease Law or similar legislation, or
 - c. performed in a hospital owned or operated by the United States Government or by a dentist employed by the Federal Government (except to the extent required by law) or elsewhere at Federal Government expense, or
 - d. for which the patient is not required to pay.
3. for expenses incurred due to inappropriate dental treatment,
4. for dental expenses incurred after termination of a member’s or dependent’s insurance,
5. for charges which are not necessary or are not recommended and approved by the attending physician or dentist or charges which are unreasonable, or
6. for a gingivectomy, impacted teeth, fractured jaw or biopsies when these procedures are performed in a hospital or surgical day care center and covered by the City of Boston Employees Health Benefit Plans.

Schedule of Covered Dental Procedures for the Dental Plan

DENTAL BENEFITS ARE SUBJECT TO A MAXIMUM PAYMENT IN A CALENDAR YEAR FOR DENTAL SERVICES RENDERED WHILE A PERSON IS ELIGIBLE.

The current Schedule of Covered Dental Procedures for the Dental Plan is available at www.btuhowf.org. The Schedule is also available at the Fund Office, which is located at 180 Mount Vernon Street, Boston, MA 02125-3198; the phone number is (617) 288-5883.

Orthodontic Benefit for the Dental Plan

The orthodontic benefit is limited to a lifetime maximum per person under the Dental Plan.

Orthodontic services and supplies are those necessary and appropriate to prevent and correct misalignment of the teeth. The misalignment must be severe enough to significantly interfere with the function of the teeth.

The reimbursement for orthodontia benefits will be based on 24 months of active treatment and the dentist's total submitted case fee, which will be divided by 12 months to determine the monthly payment amount. The amount will be paid over a 12-month period until the lifetime maximum has been reached. The first payment is based on the date of banding (the date that braces are placed), and additional monthly payments will be issued automatically assuming the member or covered dependent is still eligible for orthodontia benefits.

Benefits for services of non-participating Delta Dental dentists are limited to charges up to 80% of the amount specified. You pay charges in excess of that payment and the lifetime maximum.

NOTE: Your dentist should file a "treatment plan" with Delta Dental for a Predetermination of Benefits.

Orthodontic Exclusions

1. Surgical services; including orthognathic surgery.
2. Lost or stolen devices.
3. Muscle exercises to prevent or correct misalignment of the teeth (called Myofunctional Therapy).
4. Artificial devices to increase the height of teeth. This includes crowns and onlays.

Eye Care Benefit for Covered Paraprofessionals and their Eligible Dependents

The Eye Care benefit is provided only through the Boston Teachers' Eye Care Center, which is located at 180 Mount Vernon Street, Boston (Dorchester) MA 02125-3198. The telephone number at the Eye Care Center is (617) 288-5540.

The Eye Care Center is staffed by qualified optometrists, opticians and optometric technicians. At the Center, you will be given a comprehensive eye examination for any visual or pathologic problems. If the examination indicates that eyeglasses are required, the Eye Care Center will supply the eyeglasses with your choice of any frame displayed at the Eye Care Center. Lenses and certain frames provided by the Eye Care Center are supplied at no charge to you. Other frames and lens options are available at the Eye Care Center at a cost to you.

Information is available at the Eye Care Center so that you will be aware of “no charge” and “extra cost” items before you order your eyeglasses.

If a staff optometrist finds evidence of pathology, the optometrist will recommend you see an eye physician for further examination. If it is then determined that medical, surgical or orthoptic treatment or referral for other care is needed outside the Eye Care Center, you will be so advised. All eye care available at the Eye Care Center is provided at no cost to you. Any eye care, including referral, that is provided outside the Eye Care Center is not part of this benefit, but may be covered under the provisions of your own medical insurance plan.

1. All Covered Paraprofessionals and their Eligible Dependents are entitled to an eye examination and one pair of prescription eyeglasses once a year. Eye care examinations for any eye care problems are also covered.
2. Polycarbonate (Impact Resistant) lenses are available to all Covered Paraprofessionals and Eligible Dependents at no additional cost.
3. Branded Designer Label frames are available at no additional cost. Co-payments for the following lens options or lens treatments may apply, contact the Eye Care Center for these payment amounts:
 - a. Transition or polarized lenses
 - b. Vantage (polarized & transition)
 - c. Anti-reflection coating
 - d. High index lenses
 - e. Photogray extra
 - f. UV coating
 - g. Scratch coating
4. **Repair of Eyeglasses:** In the event the most recent eyewear provided through the Eye Care Center is broken or damaged, it may be returned to the Center for adjustment, repair or replacement at the staff’s discretion, at no charge to you. Repairs or adjustments to any other eyewear may not be done at the Eye Care Center.

5. **Replacement of Eyeglasses:** (Covered Paraprofessional Only)

If a Covered Paraprofessional's most recent prescription eyeglasses, which have been provided through the Eye Care Center, are lost or stolen while the Covered Paraprofessional is on school premises or performing a school-related function, these eyeglasses can be replaced at the Eye Care Center.

This replacement benefit is available once only (lifetime) for any Covered Paraprofessional.

In order to utilize this replacement benefit, the Covered Paraprofessional must furnish to the Eye Care Center a letter on school letterhead from a school headmaster or supervisor describing the circumstances surrounding the disappearance of the eyeglasses. With the exception of this one-time-only replacement, lost or stolen eyeglasses will not be replaced by the Eye Care Center.

Any individual who is within one month of being eligible for re-examination may be required to return for re-examination and new eyeglasses rather than replacement or repair of lost, stolen or damaged eyewear.

6. **Sunglasses:** A Covered Paraprofessional or Eligible Dependent who does not require a prescription change since the previous authorized examination may elect to have prescription sunglasses instead of regular glasses. Covered Paraprofessionals only who are found not to need prescription eyeglasses may receive one pair of non-prescription sunglasses from the selection available at the Eye Care Center. This pair of non-prescription sunglasses will be the complete eyeglass benefit for the entire one-year eligibility cycle.

Contact Lens Services for Paraprofessionals

The following contact lens services are available at the Eye Care Center. The contact lens benefits are for Covered Paraprofessionals and Spouses only, with the benefit not being transferrable to an Eligible Dependent.

1. Routine eye examination, per the covered Fund benefit.
2. Routine eye examination and evaluation of currently worn soft contact lenses, and determination of a prescription for new soft contact lenses.
3. Routine eye examination and initial fitting of soft contact lenses.
4. Instruction on the proper wearing, handling, cleaning and care of new soft contact lenses.
5. Progress check on vision and ocular health status of a patient currently wearing soft contact lenses prescribed at the Eye Care Center.

There are some contact lens categories and individual eye conditions that are not covered by the contact lens program. If any of those limitations are applicable to your individual situation, they will be discussed by the doctors during your examination.

If you want to receive any of the contact lens services described above, please telephone the Eye Care Center at (617) 288-5540 so that your eligibility can be determined. After your eligibility is confirmed, these contact lens services will be scheduled on an as needed basis as determined by the doctors at the Eye Care Center.

These Eye Care benefits do not cover the cost of contact lenses, materials or supplies. The Eye Care Center will provide information on options for the purchase of contact lenses. Options for the purchase of contact lenses will be available to Paraprofessionals and their Eligible Dependents.

Allowance for Contact Lenses

In addition to the Eye Care Benefit described above, there is an allowance for contact lenses under certain circumstances.

If you or an Eligible Dependent require contact lenses for the correction of a medical eye problem as prescribed by your doctor, you will be allowed an amount for the purchase and fitting of contact lenses by a private doctor of your choice.

In order to be entitled to this allowance, you must obtain a verification of the therapeutic necessity for contact lenses from the Boston Teachers' Eye Care Center. To do this, you must make an appointment for the verification at the Eye Care Center. After verification is made, you should then submit for reimbursement a copy of your bill together with a completed Contact Lens Claim form, which you can obtain from the Eye Care Center, to the Eye Care Center Director, who will forward them to the Fund Office for payment.

This allowance is renewable every two years for adults and yearly for children only if a further expense for contact lenses has been authorized and incurred.

No Duplication of Benefits

There is no duplication of eye care benefits under this Plan and the eye care plan of the Boston Teachers Union Health and Welfare Fund.

How to Obtain an Examination

Telephone the Eye Care Center at (617) 288-5540 so your eligibility and that of your dependents can be determined. After eligibility is confirmed, appointments can be made for each member of your family who is authorized to receive an examination. An examination takes approximately 30 minutes.

If eyeglasses are required, you can select and order the frames at the time of your examination. When the eyeglasses are received at the Eye Care Center, the prescription will be verified and you will be notified so an appointment can be made for the pick-up and fitting of the glasses.

You must be prompt for your appointment because it will be held for only 10 minutes past the scheduled time and then cancelled. A longer delay would make it impossible for the staff to render proper care. If your appointment is cancelled, you should arrange to have it rescheduled, subject to the following surcharge.

A surcharge will be assessed for an individual's failure to keep an appointment without notifying the Eye Care Center in advance. However, if the individual cancels an eye care appointment less than 24 hours in advance, a smaller surcharge will be assessed. The individual will be denied a further appointment until such time as the surcharge is paid.

The surcharge may be appealed to the Trustees when there is a legitimate reason for canceling or failing to keep an appointment.

On days when the Boston schools are cancelled due to severe weather, the Eye Care Center will be closed.

NOTE: Total concentration is required on the part of both patient and doctor during an eye examination. Therefore, unless your children have appointments for examinations, we ask that the adult not bring children to the Eye Care Center. If this is not possible, we request that you make arrangements for their care during your examination.

Purchase of Additional Eyeglasses

Covered Paraprofessionals and their Eligible Dependents are able to purchase additional pairs of eyeglasses at the Eye Care Center. This additional benefit will encompass all of the lens and frame options displayed at the time of the order. A one-year warranty is provided for all purchased eyewear.

Any purchased eyewear and options must be paid in full before the order can be placed. No refunds are available for any purchases for any reason.

Eye Care Center Prescription Service

The prescription service may be utilized by the filling of a current prescription for eyeglasses from an outside doctor. The opticians and staff at the Eye Care Center will order from our contract laboratory the prescription you supply. No changes can be made to this eyewear once the order has been placed, and any changes requested, and all associated costs, will be the patient's responsibility. This service satisfies the eye care benefit to the same extent as if the eye examination and a resulting prescription were done at the Eye Care Center.

In order to utilize this service, you must call the Eye Care Center to confirm your eligibility, and schedule an appointment with one of the opticians or technicians to order the eyeglasses for you.

Medic-Alert® Benefit for Covered Paraprofessionals and their Eligible Dependent*

The Boston Teachers Union Paraprofessional Health and Welfare Fund offers Covered Paraprofessionals and their Eligible Dependents enrollment in Medic-Alert at no charge.

Eligible persons with special medical conditions that cannot be easily seen and which should be known immediately in an emergency may need Medic-Alert. Diabetes, epilepsy, severe allergies and hypertension are just a few examples of such conditions. Medic-Alert speaks quickly for a person unable to speak for himself/herself due to shock, loss of speech or unconsciousness.

The Medic-Alert emblem, worn as a bracelet or a necklace, has the wearer's medical condition engraved on the back. Also engraved on the emblem is the 24-hour toll-free emergency number which offers instant access to a person's medical history. In addition to the emblem, members carry a wallet identification card that provides personal and medical information.

If you have a medical condition which needs to be identified in an emergency situation, complete the Medic-Alert Enrollment Form which is available from the Fund Office and mail it to the Boston Teachers Union Paraprofessional Health and Welfare Fund, 180 Mount Vernon Street, Boston, MA 02125-3198 for processing. **DO NOT SEND THE COMPLETED APPLICATION TO MEDIC-ALERT.**

If you wish to elect a more costly Medic-Alert bracelet or necklace than the one provided by the Fund, you may do so by paying the additional cost.

NOTE: The Boston Teachers Union Paraprofessional Health and Welfare Fund assumes the responsibility of paying for your enrollment in the Medic-Alert Foundation International and will forward your enrollment form to Medic-Alert. The Fund does not assume any other responsibility; for example, and not by way of limitation, the accuracy or completeness of the information supplied to the Medic-Alert Foundation or compliance with the conditions and instructions on the enrollment form and the service provided by the Foundation are not responsibilities of the Fund.

* There is no duplication of the Medic-Alert Benefit under this Plan and the Medic-Alert Benefit of the Boston Teachers Union Health and Welfare Fund.

Hearing Aid Benefit for Covered Paraprofessionals and their Eligible Dependents*

If a Covered Paraprofessional or eligible dependent requires a hearing aid, they can select a provider from the EPIC Hearing Aid Network or an out-of-network provider. The Fund will pay the full cost of a hearing aid purchased through an EPIC Hearing Aid Network provider; for a hearing aid purchased from out-of-network providers the Fund will pay those providers up to a maximum of \$5,000 (\$2,500 per ear).

NOTE: This benefit does not include payment for any portion of the charge made for the audiology test. If the EPIC provider provides the audiology test and hearing aid examination, there will be no charge to the Covered Paraprofessional; the cost for the test and examination is included in the hearing aid benefit. **If a non-EPIC provider is used, charges may apply and they are not covered by the Fund.**

Most hearing aids purchased through EPIC include a Three-Year Extended Warranty, which includes Three-year repair and Three-year loss or damage (one-time loss only). If a claimant loses a hearing aid or it is deemed damaged beyond repair, the claimant is responsible for the replacement cost. If the original aid was an EPIC hearing aid, the claimant is responsible for a \$400 deductible fee (per year). EPIC's Entry Level hearing aids include a one-year manufacturer's warranty and one-year loss or damage (one time only). **The Fund does not pay for replacement of lost or damaged hearing aids. Please contact EPIC for details regarding coverage under warranty.**

The Fund will pay for (an) additional hearing aid(s) only if:

1. it is for the other ear; or
2. the prescription changes; or
3. five years have elapsed since an existing hearing aid was purchased, provided that the recipient first undergoes an audiology test.

How to Obtain Hearing Aid Benefits

EPIC Hearing Aid Network

1. Contact an EPIC Hearing Counselor at (866) 956-5400 from 9:00 a.m. to 9:00 p.m. EST (Monday – Friday).
2. An EPIC Hearing Counselor will register the Covered Paraprofessional or Eligible Dependent, coordinate a hearing test appointment with a network provider and mail a referral packet to the member. The packet will include a welcome letter, a referral activation form (to be taken to the

* There is no duplication of the Hearing Aid Benefit under this Plan and the Hearing Aid Benefit of the Boston Teachers Union Health and Welfare Fund.

appointment), and a member booklet which includes information about hearing aid technology, selection, and pricing.

3. After the appointment, the provider will send the hearing aid recommendation with the patient's audiometric results to EPIC. An EPIC Hearing Counselor will contact the patient to discuss the provider's recommendation and explain the patient's insurance coverage and any applicable out-of-pocket expense. The EPIC Hearing Counselor will collect payment for non-covered services or materials and, where applicable, will provide financing options that are available through EPIC.
4. The hearing aid(s) are then ordered by the provider. A Hearing Aid fitting appointment will be made, where the patient is fit with the hearing aid(s) which then begins a 45-day trial period.
5. After the completion of the 45-day trial period both the patient and the provider sign off to show acceptance of the hearing aid(s). The patient is then mailed a complimentary one-year supply of batteries and his/her EPIC repair warranty is extended to 3 years. Complimentary batteries and extended warranty do not apply to Entry Level hearing aids.

Out-of-Network

Obtain a Hearing Aid Benefit Claim Form from the Funds' website www.btuhwf.org, or call the Fund Office to have a Claim Form mailed to you. The charge for the hearing aid(s), up to a maximum of \$5,000 (\$2,500 per ear), will be paid by the Fund, directly to the supplier, provided the following requirements are met:

1. The eligible person has undergone an Audiology Test which has been authorized by a licensed physician; and
2. The prescription issued for the hearing aid is issued by a licensed Audiologist.

A HEARING AID BENEFIT WILL NOT BE PAID FOR HEARING AIDS PURCHASED WITHOUT A PRESCRIPTION FROM A LICENSED AUDIOLOGIST.

Prepaid Legal Services Benefit for Covered Paraprofessionals and their Eligible Dependents

How Does the Benefit Work?

For Attorneys' Services

If you need a lawyer for any of the services listed in this booklet, follow this procedure:

Contact the Boston Teachers Union Paraprofessional Health and Welfare Fund Office at 180 Mount Vernon Street, Boston, MA 02125-3198, Telephone (617) 288-5883 so that the office can establish your and/or your dependent's eligibility for legal services. When eligibility is established, you will choose a Plan Counsel (attorney) from the list of those approved by the Plan. You will then be sent an Authorization Form to be signed. Call the Plan Counsel listed on the form to schedule a convenient appointment at his/her office and bring the form with you at the time of your appointment.

If the Plan Counsel that you have selected cannot handle your case, for example, because of a pre-existing conflict of interest or other ethical consideration, you may select another Plan Counsel by arrangement with the Fund Office. As you read this booklet, you will see other examples of specific instances when this may happen.

For Mediators' Services

If you need a mediator for the mediation services listed in this booklet, follow this procedure.

Contact the Boston Teachers Union Paraprofessional Health and Welfare Fund Office at 180 Mount Vernon Street, Boston, MA 02125-3198, telephone (617) 288-5883 so that the office can verify your and your spouse's eligibility for Mediation Services. When eligibility is established, you and your spouse must sign a Mediation Request Form, and agree upon a mediator from the Fund's list of mediators. At that time, you and your spouse will then be each issued an Authorization Form for Mediation Services to be signed. Call the participating mediator listed on the form to schedule a convenient appointment at his/her office and bring the forms with you at the time of your appointment.

If the mediator that you have selected cannot handle your case, for example, because of a pre-existing conflict of interest or other ethical consideration, you may select another participating mediator by arrangement with the Fund Office.

What If Your Dependent Needing Legal Services Is a Minor?

If your minor dependent needs legal services covered by the Benefit, they are provided only if you or your spouse sign an Authorization Form required by the Trustees at the time your minor dependent requests benefits.

How Many Hours of Coverage Are Available?

These personal legal and mediation services are provided in terms of the time involved, or in some cases, by the nature of the problem. You and your Eligible Dependents are entitled to the following maximum number of aggregate hours of legal and mediation services during each Plan Year

(September 1 – August 31). Unused hours cannot be accumulated from year to year.

Aggregate hours of personal legal and mediation services available:

- Covered Paraprofessional (50 hours each Plan Year)
- Covered Paraprofessional and that Paraprofessional’s spouse including eligible dependent children, if any, as a family group; however, no individual in the family group is entitled to more than 50 hours in any Plan Year (100 hours each Plan Year)
- Covered Paraprofessional married to a Covered Paraprofessional and eligible dependent children as a family group; however, no individual is entitled to more than 50 hours in a Plan Year (125 hours per Plan Year)
- Another limitation of legal services is that not more than 50 hours are available under the Plan for the lifetime of a covered matter not otherwise limited to a specific number of hours
- Some of the legal and mediation services covered by this Plan have certain other time restrictions. Please read the description of each covered benefit carefully to know the specific limitations. (See the Table of Contents for the page numbers of specific benefits.)

Are There Geographic Limitations?

Yes. Coverage will be provided by this Benefit only for legal matters which can be resolved within the geographic area of the Plan, i.e., any county in New England, some part of which is within a 75-mile radius of the City Hall in Boston, Massachusetts.

What Does the Benefit Cover?

The Boston Teachers Union Paraprofessional Health and Welfare Fund Prepaid Legal Services Benefit covers only the specific personal legal and mediation services which are described below. Please read them carefully for limitations.

1. **Initial Consultation:** This benefit is for the purpose of determining whether you or your dependent needs personal legal services, and, if so, whether the needed service is provided to you by the Plan.
Each participant is entitled to two of these Consultations within a Plan Year, but not to exceed one hour for each consultation.
2. **Wills and Related Services:** The following legal services will be paid a fixed allowance established by the Trustees upon completion regardless of actual time expended. No balance is to be billed to you for these services, although the actual hours expended will be applied toward your maximum annual aggregate hours. (See page 28).
 - a. Simple Will

- b. Simple Reciprocal Will
 - c. Will with Testamentary Trust
 - d. Reciprocal Will with Testamentary Trust
 - e. Power of Attorney
 - f. Codicil
 - g. Modification to Existing Will
 - h. Living Will
 - i. Health Care Proxy
 - j. Homestead Exemption (Homestead Exemption requires a separate Authorization Form)
 - k. Living Trust
3. **Real Estate:** The following real estate matters will be paid up to a maximum allowance established by the Trustees. No balance is to be billed to you for these services, although the actual hours expended will be applied toward your maximum annual aggregate hours. (See page 28).
- a. Any and all of the following steps (individually or in combination) involved in Purchase of a Primary Residence:
 - 1) Title Examination
 - 2) Preparation of Purchase Agreement
 - 3) Preparation of Deed
 - 4) Closing (Review documents)
 - 5) Representation at Closing
 - 6) Preparation of Escrow Agreement
 - 7) Advice on Purchase
 - b. Refinancing Principal Residence
 - c. Any and all of the following steps (individually or in combination) in Sale of Primary Residence:
 - 1) Preparation of Sale Agreement
 - 2) Closing (Review documents)
 - 3) Representation at Closing
 - 4) Advice on Sale

You are entitled to the services of a Plan Counsel for real estate matters which relate to residential property. The property must be your personal principal and permanent residence (including condominiums and cooperatives) but such property cannot be larger than a three-family house.

If you use the services of a Plan Counsel to buy, sell or refinance a principal residence, these services will not include closing costs or the cost of insurance, surveys, bank services or other services not covered

by this Benefit. Legal services will be provided for a sale and purchase of such a residence once each in a 36-month period. The client must sign affidavits provided by the Fund at the law firm for buying and selling real estate in order to enforce the 36-month limitation on buying and selling real estate.

- d. **Homestead Exemption.** Homestead Exemption requires a separate Authorization Form.
 - e. **Zoning and Other Real Estate Matters.** The Plan will cover a zoning variance for your principal and permanent residence, and may cover other matters which relate to the ownership or use of such residence.
4. **Class Actions and “Amicus Curiae” Intervention.** The Trustees, in their sole discretion, may authorize a Plan Counsel to provide services in a class action or as “Amicus Curiae” on the request of a participant or on the Trustees’ initiative.
 5. **Tenant vs. Landlord.** You are eligible only as a tenant for personal legal services in relation to an adversarial claim between you and your landlord. The Plan does not provide representation to you as a landlord against a tenant.
 6. **Probate and Administration of Estate.** You are entitled to legal services in the probate and administration of an estate in which you have an individual interest. However, legal services will only be covered if the estate is the spouse or other dependent of the Covered Paraprofessional.
 7. **Name Change.** You are entitled to legal services for change of name proceedings. These legal services will be paid up to a maximum amount established by the Trustees. No balance is to be billed to you for these services, although the actual hours expended will be applied toward your maximum annual aggregate hours. (See page 28).
 8. **Debt Arrangement.** You are entitled to the services of a participating attorney relating to your debt arrangement, when the eligible person owes the debt, not when the eligible person is owed the debt.
 9. **Mediation Services for Separation and Divorce Disputes.** You are entitled to mediation services for separation and divorce disputes. Mediation is a process that utilizes the services of an impartial third party, who attempts to guide the parties to an equitable resolution.

Services will be paid up to a maximum amount established by the Trustees. No balance is to be billed to you for these services, provided you remain eligible, although the actual hours expended will be applied toward your maximum annual aggregate hours. (See page 28).

It is not a prerequisite for the Covered Paraprofessional and Spouse to have filed for a divorce or legal separation prior to receiving mediation services.

However, before proceeding with mediation services, the Covered Paraprofessional and Spouse will be required to jointly sign a Mediation Request Form indicating their willingness to proceed.

The mediator will conduct a consultation of up to a half hour with the Covered Paraprofessional and Spouse to explain the mediation process to them. This pre-mediation consultation will not be applied toward your maximum annual aggregate hours.

The mediator's services under the Plan of Benefits will not include preparation of a separation agreement for filing in a court proceeding. It is the desired goal of a successful mediation process that a Memorandum of Agreement be reached and signed by the Covered Paraprofessional and Spouse with each of the parties to receive a copy.

Services from a participating attorney for review of the Memorandum of Agreement will be paid up to a maximum amount of hours established by the Trustees. No balance is to be billed to you for these services, although the actual hours expended will be applied toward your maximum annual aggregate hours.

Coverage for a mediation case shall terminate if more than four months elapse between mediation sessions.

Once completed or terminated, mediation services provided by the Fund may not be used again by a Covered Paraprofessional and Spouse before 36 months have elapsed since the mediation services for that Covered Paraprofessional and Spouse, which the Fund most recently paid for, were provided.

If the Covered Paraprofessional and Spouse lose eligibility for the Plan benefits during the mediation process, the mediator will continue that process as if they had not lost eligibility. However, any hours remaining in the Fund allowance for mediation services, after the loss of such eligibility will be billed to, and shared equally by, the Covered Paraprofessional and Spouse.

The comprehensive description of covered personal legal and mediation services listed above is set forth in the Plan of Benefits ("Plan") which is available for your review at the office of the Health and Welfare Fund.

What Is Not Covered by The Benefit?

In addition to the limitations specifically set out in the foregoing sections of this booklet or in the Plan of Benefits, the Boston Teachers Union Paraprofessional Prepaid Legal Services Benefit does not provide legal counsel for:

- Advice and/or preparation of income and estate tax forms or representation in tax matters except as an incident of a covered benefit.

- Real estate matters involving other than a principal permanent residence (which shall not exceed a three-unit family dwelling).
- Class actions and *Amicus Curiae* appearances unless there is prior specific approval from the Trustees.
- Small claims which may be handled in person in a local Small Claims Court.
- Matters which arose prior to September 1, 1995.
- Matters involving business interests.
- Representation of a landlord in any dispute involving tenancy.
- Any matter which in the opinion of Plan Counsel or Counsel to the Trustees is frivolous, without merit, or being prosecuted for purposes of harassment.
- Disputes involving: the City of Boston or its School Committee, the Boston Teachers Union, this Health and Welfare Fund, the Boston Teachers Union Health and Welfare Fund or affiliated bodies of the latter three or their officers, agents, Trustees or other persons while acting as employees; any union or union fund or the officers, agents or Trustees thereof; any insurance company that insures benefits provided by the Boston Teachers Union Health and Welfare Fund or this Health and Welfare Fund where said disputes relate to the benefits provided; Plan Counsel.
- Any controversy, dispute or proceeding for which the Fund or the Union would be prohibited by law from defraying the cost of legal services.
- Any matter which cannot be handled within the geographic area of the Plan, which is any county some part of which is within 75 miles of the City Hall at Boston, Massachusetts.
- Payment of fines, penalties, judgments or taxes.
- Matters previously closed, which in the opinion of a Plan Counsel, will not be productive or which duplicates Benefits previously provided to you under the Plan.
- In any matter resulting in an award of counsel fees and/or costs the Fund shall be subrogated to your right to receive the same to the extent the Fund has expended its monies representing you in such matter.
- Legal services with respect to the production or collection of income.
- Social Security matters.
- The Plan will not provide Personal Legal Services or related Benefits in any matter, to an otherwise Covered Paraprofessional or Eligible Dependent who is entitled, as to that matter, to legal representation, or reimbursement for the cost thereof, from any source other than the Plan

whether or not the Covered Paraprofessional or Eligible Dependent perfects or exercises such entitlement.

- Matters which arose prior to the eligible person becoming a Covered Paraprofessional or Eligible Dependent under this Plan and for which Counsel, other than Plan Counsel, has been retained by the Covered Paraprofessional or Eligible Dependent.
- Any matter on which a Covered Paraprofessional or Eligible Dependent has previously received the fixed or maximum allowance for the Personal Legal Service involved; and any matter on which a Covered Paraprofessional or Eligible Dependent has received fifty (50) hours of legal services.
- Domestic relations matters, except for mediation services for separation and divorce disputes.
- Industrial accident or industrial illness or unemployment compensation claims involving the City of Boston or any other Employer or any other affiliate of the Union.
- Immigration matters.
- Cases which involve unreasonable expense to litigate.
- Criminal matters, except as specifically provided as a covered benefit.
- The services of a participating attorney relating to your personal bankruptcy, including bankruptcy related to any trade, business or income-producing venture.
- Any matter not otherwise excluded from this Plan in which a Covered Paraprofessional or Eligible Dependent is a plaintiff or claimant and a contingent fee is normally or customarily charged.

For legal matters in which you are a plaintiff or claimant and a contingent fee basis is customary, a Plan Counsel may be available to provide legal services on a reduced contingent fee basis. Because such services fall outside this Benefit, the time will not be charged against your maximum hours benefit.

Other Special Rules

In addition to the coverage listed and the exclusions, there are certain rules which do not fall into either category. Please read this section carefully.

What If Other Coverage Is Available to You?

Depending on the nature of the legal problem, you or your dependent may be eligible for legal assistance from another fund, an insurance company, a government agency program, your employer or another party. If you are eligible for such assistance, the Benefit does not duplicate the legal services available from the other source, whether or not you exercise your right to such other services. For example, if a Covered Paraprofessional's spouse is a

Covered Paraprofessional who is eligible for legal services benefits under the Boston Teachers Union Prepaid Legal Services Fund, the Boston Teachers Union Paraprofessional Health and Welfare Fund will provide legal services benefits to the Covered Paraprofessional, but not to the Covered Paraprofessional's spouse.

Falsification of Document

If the legal matter calls for representation of the Covered Paraprofessional and spouse, and the spouse is a Teacher covered by the Boston Teachers Union then the couple must use an attorney approved by the Boston Teachers Union Prepaid Legal Services Fund as well as the Boston Teachers Union Paraprofessional Health and Welfare Fund.

If an eligible person falsifies any document relative to his/her legal matter, or the administration of this Benefit, the Trustees reserve the rights to deny benefits to the involved Covered Paraprofessional and all his/her dependents, and to recover from the individual involved any payments made by this Health and Welfare Fund as a result of the falsification.

Copying Costs

The eligible person is responsible for payment of the cost for duplication of documentation required.

Who Pays for Court Costs and Travel Expenses?

Benefits include fees and costs, but not fines, paid to a court in relation to a covered service—up to \$150 in a Plan Year. The Plan also pays up to \$100 for a Plan Counsel’s out-of-pocket travel expenses during each Plan Year. This amount cannot be accumulated from year to year. If these expenses exceed these fees and allowances, you must pay the excess as the Plan Counsel requests.

What About Fines or Penalties?

The Benefit provides no coverage for the payment of fines, penalties, judgments or other money awards. These payments are your responsibility.

What If You Are Awarded Attorneys’ Fees or Costs?

If you are awarded the fees of an attorney or costs, the Fund must be repaid from this award to the extent that it paid these fees and costs.

What If You Are Involved in a Covered Legal Matter with Another Covered Paraprofessional?

If you, your spouse or dependents and another Covered Paraprofessional or that Paraprofessional’s spouse or dependents are involved as adversaries in a matter which is covered by the Benefit, legal representation is provided as follows:

- The first person who establishes a client-attorney relationship with the Plan Counsel will be represented by that Plan Counsel.

- The other participant or dependent is entitled to representation by an alternate Plan Counsel.

What are the Advantages and Disadvantages of Using a Plan Counsel?

It is the purpose of this Benefit to provide quality legal services for you at no cost for the matters set out in the Plan of Benefits. This Benefit accomplishes that.

However, in addition to providing a Plan Counsel for the benefits specifically described in this booklet, the Benefit also provides that you may retain a Plan Counsel at your own expense to handle certain other matters not covered by this Benefit at less than the Plan Counsel's customary fees, e.g., if these other matters are customarily charged on a contingent fee basis or if they involve industrial accidents, you will be charged at a lower rate, i.e., a maximum contingent fee of 15% in an industrial accident case, and 25% in any other contingent fee arrangement.

Also, if you need the services of a Plan Counsel to pursue any matter not covered under the Benefit Plan, those services may be provided by a Plan Counsel at your expense, at the hourly rate for legal services that Plan Counsel receives from this Fund.

However, if you need the services of a Plan Counsel to continue a covered legal matter after you lost eligibility, then these services may be provided by the Plan Counsel at your expense at a preferred rate which will be less than the Plan Counsel's hourly rate, but which may be more than the hourly rate charged to the Fund.

Legal services provided to you by an attorney other than the specified Plan Counsel are not covered by the Benefit. Therefore, if you use an attorney other than a Plan Counsel, you are personally responsible for all charges made by that attorney.

Is Continuation Coverage Under COBRA Available for the Prepaid Legal Services Benefit?

Continuation coverage under COBRA is NOT available for the Prepaid Legal Services Benefit.

BENEFITS FOR COVERED PARAPROFESSIONALS ONLY

Hospitalization Income Supplement Benefit

If a Covered Paraprofessional is confined in a hospital¹ because of illness or injury for three or more consecutive days, the Paraprofessional can receive the Hospitalization Income Supplement benefit beginning with the third day of hospitalization.

This benefit is payable up to 52 weeks for each hospital stay, as long as the member remains eligible.

The amount of the Income Supplement is as follows:

<u>Consecutive Days In a Hospital</u>	<u>Amount of Benefit</u>
0 – 2	None
3 – 6	\$75
7 – 13	\$150
14 – 20	\$300
21 – 27 etc.	\$450 etc.

If you are confined in a hospital for three or more consecutive days, obtain a claim form from the Fund Office. You need not wait until you are discharged from the hospital to request your claim form, although you should not submit the claim until you are discharged.

Funeral Expense Benefit

In the event of the death of a person who is a Covered Paraprofessional at the time of death, the Fund will make a payment equal to the amount of the funeral expenses but not exceeding \$2,000.

This payment will be made to the estate of the Covered Paraprofessional or to a person equitably entitled thereto, provided a death certificate and satisfactory proof of payment of funeral expenses are submitted to the Fund Office.

¹ The term “hospital” means an institution operated pursuant to law and which is primarily engaged in providing, for compensation from its patients, medical and diagnostic facilities for the care and treatment of sick and injured persons on an inpatient basis and which provides such facilities under the supervision of a staff of physicians and with 24-hour-a-day nursing service by registered graduate nurses and which is accredited under one of the programs of the Joint Commission on Accreditation of Hospitals.

Recreational Benefit

By agreement with the Boston Teachers Union Health and Welfare Fund, the Health and Welfare Fund finances several recreational benefits. These include a Softball League and a Fun Run. All recreational benefits are open to both male and female Covered Paraprofessionals. Dependents are eligible to participate in the Fun Run, but are not eligible for any other recreational benefits.

The recreational leagues are usually structured into separate divisions.

Special information regarding each recreational benefit is mailed to each school prior to the league season.

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

The Boston Teachers Union Health & Welfare Fund and the Boston Teachers Union Paraprofessional Health & Welfare Fund (“the Funds”) are committed to maintaining the confidentiality and privacy of your healthcare information. Further, as health plans which are “covered entities” subject to the federal Privacy Rule issued by the U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) and the Genetic Information Nondiscrimination Act (GINA) (referred to hereinafter collectively as “the Privacy Rule” or “the Rule”), the Funds are required to maintain the privacy of your individually identifiable health information and to provide you with notice of our legal duties and privacy practices with respect to your health information which in this Notice is referred to as Protected Health Information (PHI). Specifically, PHI includes the following: individually identifiable health information,¹ as defined by HIPAA, that is created or received by us and that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or for which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes information of persons living or deceased.

The Funds provide certain supplemental health benefits to Teachers and Paraprofessionals employed by the Boston School Committee and members of their families. Covered benefits include:

- Eye care
- Dental care
- Hearing aids.

These functions make the Funds subject to the Privacy Rule in their capacity as health plans. This Notice describes how we use and disclose your PHI to carry out treatment, payment, and health care operations and for other purposes that are permitted or required by law.

¹ Genetic information is a type of health information.

How the Funds May Use or Disclose Your Protected Health Information (PHI)

The Funds may use and disclose your PHI for treatment, payment, and healthcare operations, for purposes required by state or other applicable federal law, and for other purposes permitted by the Privacy Rule without your written authorization. The following categories describe the ways in which we may use and disclose your PHI. For each category of uses and disclosures, we will explain what we mean and present some examples.

Not every use or disclosure in a category will be listed. However, the various ways we are permitted to use and disclose information will generally fall within one of these categories.

A. Treatment, Payment and Health Care Operations

1. **Treatment.** As a health plan, our role is generally to arrange and/or pay for health services provided to you by health care providers, rather than to provide direct treatment ourselves, other than in the Eye Care Center. However, we may disclose your PHI to appropriate persons in order to coordinate your care or to conduct case management activities, and that is considered “treatment” under the Privacy Rule.
2. **Payment.** We may use or disclose PHI about you to determine eligibility for Plan benefits, facilitate payment for the treatment and services you receive from health care providers, determine Plan responsibility for benefits and coordinate benefits. For example, payment functions may include reviewing the medical necessity of certain health care services, or determining whether a service is covered under your Plan.
3. **Health Care Operations.** We may use and disclose PHI about you to carry out necessary administrative functions. For example, such activities may include: conducting quality assessment and improvement activities; underwriting and premium rating; conducting or arranging for dental review, legal services, audit services, accreditation activities, business planning, management, and general administration.

B. Required by Law

We may be required by state or federal law to report certain matters to government agencies (e.g., suspected child abuse), although most required reporting comes from health care providers rather than health plans.

C. Permitted Uses and Disclosures

1. **Health Oversight Activities.** We may disclose your PHI to health agencies during the course of audits, investigations, licensure and other proceedings related to oversight of the health care system.
2. **Disclosures About Abuse, Neglect or Domestic Violence.** We may disclose your PHI, consistent with applicable federal and state laws, if we believe that you have been a victim of abuse, neglect or domestic violence. Such disclosure will be made to the governmental entity or agency authorized to receive such information.
3. **Judicial and Administrative Proceedings.** We may disclose your PHI in the course of an administrative or judicial proceeding. For example, we may disclose medical or insurance information when required by a court order in a litigation proceeding.
4. **Law Enforcement.** Under limited circumstances (such as required reporting laws or in response to a grand jury subpoena), we may disclose your PHI to law enforcement officials.
5. **Coroners, Medical Examiners and Funeral Directors.** We may disclose your PHI to a coroner, medical examiner or funeral director as necessary for them to carry out their duties.
6. **Organ and Tissue Donation.** If you are an organ donor, we may disclose your PHI to organizations that handle organ procurement or organ, eye or tissue transplantation, or to an organ donation bank, as necessary to facilitate organ or tissue donation and transplantation.
7. **Research.** We may disclose your PHI to researchers when an institutional review board or a privacy board has (a) reviewed the research proposal and established protocols to ensure the privacy of the information; and (b) approved the research.
8. **Serious Threat to Health or Safety.** We may use and disclose your PHI when necessary to prevent a serious threat to your health and safety, or to the health and safety of others. Any such disclosure will be made to someone who would be able to help prevent the threat.
9. **National Security.** We may disclose your PHI for national security purposes as authorized by federal law.
10. **Workers' Compensation.** We may disclose your PHI to the extent necessary to comply with laws concerning workers' compensation or to comply with similar programs that are established by law and provide benefits for work-related injuries or illness.
11. **Disclosures to Plan Sponsors (Board of Trustees).** We may disclose certain information to the sponsor of your group health plan

(Board of Trustees), for purposes of administering benefits under the Plan, provided that certain confidentiality requirements under the Privacy Rule have been met.

We may contract with others to assist us with our treatment, payment, health care operations or other activities that involve the use of your PHI. Such other parties may be our business associates. We require business associates to agree, in writing, to contract terms designed to safeguard your PHI that is shared with them.

Other Uses or Disclosures Require Your Written Authorization

EXCEPT AS DESCRIBED ABOVE, WE WILL NOT USE OR DISCLOSE YOUR PHI WITHOUT SPECIFIC WRITTEN AUTHORIZATION FROM YOU. IF YOU DO AUTHORIZE US TO USE OR DISCLOSE YOUR PHI FOR ANOTHER PURPOSE, YOU MAY REVOKE YOUR AUTHORIZATION IN WRITING AT ANY TIME. IF YOU REVOKE YOUR AUTHORIZATION, WE WILL NO LONGER USE OR DISCLOSE PHI ABOUT YOU FOR THE REASONS COVERED BY YOUR WRITTEN AUTHORIZATION, THOUGH WE WILL BE UNABLE TO TAKE BACK ANY DISCLOSURES WE HAVE ALREADY MADE WITH YOUR PERMISSION.

When disclosure is permitted only with authorization:

1. When PHI does not fall into any of the above three categories, your written authorization will be required for disclosure, unless use or disclosure is prohibited even with authorization.
2. State law requires your written authorization before disclosing any records relating to mental health or substance abuse treatment.
3. Your written authorization is required for uses or disclosures of your PHI for marketing purposes, for sale of your PHI, and for disclosures of psychotherapy notes.

The use or disclosure of genetic information PHI for underwriting purposes is prohibited.

Underwriting purposes include the following: rules for eligibility, enrollment, cost sharing, computation of premium or contribution amounts and incentives for participation in wellness programs, as well as activities related to the creation, renewal, or replacement of health insurance or health benefits.

Your PHI Rights

You have certain rights under the Privacy Rule. If you would like to exercise any of these rights, please submit your request in writing to the Funds' Privacy Officer, c/o Boston Teachers Union Health & Welfare Fund, 180 Mount Vernon Street, Boston, MA 02125-3198 (Phone (617)288-5883). The request must be signed by you or your representative.

1. **Right to Inspect and Copy.** You have the right to request, in writing, to inspect and obtain a copy of PHI in the possession of the Funds that may be used to make decisions about you and your Plan benefits. If you request a copy of the information, we may charge you a reasonable fee to cover expenses associated with your request. If your request is denied, we will provide you with information about our denial and how you can file a statement of disagreement.
2. **Right to Request Confidential Communications.** You have the right to receive your PHI through a reasonable alternative means or at an alternative location, if you write us that receipt at your normal address might endanger you. Your request must be in writing. We will make every effort to comply with your request. If your request is denied, we will provide you with information about our denial and how you can file a statement of disagreement.
3. **Right to Request Amendment.** You have a right to request that the Funds amend any PHI record that you believe is incorrect or incomplete. You must provide a reason for your request. We are not required to change your PHI unless we are responsible for creating the record and we agree it is incorrect or incomplete. If your request is denied, we will provide you with information about our denial and how you can file a statement of disagreement.
4. **Right to Request Restrictions.** You have the right to request restrictions on certain uses and disclosures of your PHI. The Funds are not required to agree to the restrictions that you request.
5. **Right to Accounting of Disclosures.** You have the right to receive a list or "accounting" of disclosures of your PHI made by us or our business associates, except that we do not have to account for disclosures made for purposes of treatment, payment, or health care operations, or disclosures authorized by you. Your request should specify a time period of up to six years and may not include dates before September 9, 2014. If your request is denied, we will provide you with information about our denial and how you can file a statement of disagreement.
6. **Right to Paper Copy.** You have a right to receive a paper copy of our current Notice of Privacy Practices at any time. You may also obtain a copy of this Notice at our website, at www.btuhwf.org.

7. **Right to Receive Notifications of Breaches.** You have a right to and will receive notifications of breaches of your unsecured PHI.

If you would like to have a more detailed explanation of these rights or if you would like more information on how to exercise one or more of these rights, contact the Funds' Privacy Official at:

Boston Teachers Union Health and Welfare Fund
Boston Teachers Union Paraprofessional Health and Welfare Fund
180 Mount Vernon Street
Boston, MA 02125-3198

Changes to This Notice of Privacy Practices

The Funds reserve the right to amend this Notice of Privacy Practices at any time in the future and to make the new notice provisions effective for all PHI that we maintain. We will promptly revise our notice and distribute it to you whenever we make material changes to the Notice. Until such time, we are required by the Privacy Rule to comply with the current version of this Notice.

Complaints

If you believe your privacy rights have been violated or if you have a complaint about how we handle your PHI, you should send a letter to Privacy Official, Boston Teachers Union Health & Welfare Fund, 180 Mount Vernon Street, Boston, MA 02125-3198. If you believe your privacy rights have been violated, you may also file a complaint with the Secretary of the U.S. Department of Health and Human Services, Washington, DC 20201.

For More Information

If you have questions about any part of this Notice or want more information about the Funds' privacy policies and procedures, call the Funds' Privacy Official at (617) 288-0500.

ADDITIONAL INFORMATION

1. **Type of administration of the Plan:** The Fund is administered by a Board of Trustees. Five Trustees may be appointed by the Boston Teachers Union, and three Trustees may be appointed by the Boston School Committee.
2. **Name and address of the person designated as agent for the service of legal process:**
Eugene M. McGlynn, Sr., Fund Administrator
180 Mount Vernon Street
Boston, MA 02125-3198
3. **Type of Plan Benefits:** This Plan provides self-insured dental benefits, eye care benefits, hospitalization income supplement benefits, prepaid legal services benefits and other special benefits and services as discussed in this booklet.
4. **Employer Identification Number (EIN) issued to the Board of Trustees:**
04-2864297
5. **Names, titles and addresses of any Trustee or Trustees:**
Colleen M. Hart, Chairperson
Debra A. Brown, Secretary
Sharon Butler-O'Dwyer
Christine Buttiglieri
Carla M. Johnson
Josefina I. Lascano
CasSandra Samuel
180 Mount Vernon Street
Boston, MA 02125-3198
6. **Name and address of the Fund Administrator:**
Eugene M. McGlynn, Sr.
Fund Administrator
180 Mount Vernon Street
Boston, MA 02125-3198
7. **The date of the end of the Plan Year:** August 31. Records of the Plan are kept on a fiscal year basis ending on that date.

8. **Remedies available under the Plan for the redress of claims which are denied in whole or in part:** In the event an eligible person is aggrieved by the initial determination as to eligibility for or amount of self-insured benefits other than the Prepaid Legal Services Benefit, the eligible person may appeal to the Trustees for reconsideration within 30 calendar days of the date of receipt of the initial determination. The eligible person may appeal by letter directed to the Fund Office requesting reconsideration of the initial determination. The date of the postmark on the letter of appeal (or of the filing of an appeal form in the Fund office) shall be used to determine whether the appeal has been made within the 30-day limit.

Upon request of the eligible person, the Trustees may grant an extension of the time within which to appeal the initial determination. Also upon request of the eligible person the Trustees may grant a hearing for the eligible person to present argument in support of the appeal.

The address and office of the Fund shall be: Boston Teachers Union Paraprofessional Health and Welfare Fund, 180 Mount Vernon Street, Boston, MA 02125-3198.

Any eligible person being aggrieved by denial by the Trustees of any claim against the Fund relative to benefits provided under the Plan may submit such claim to a person acting as arbitrator selected under and in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association for determination, which authority will be limited to determining whether the Trustees' decision was arbitrary or capricious, and his decision shall be final and binding on the eligible person or dependent claimant, the Fund, the Boston School Committee, the Boston Teachers Union, the Trustees and any participating insurance company. The fee and expenses of the person acting as arbitrator shall be shared equally by the eligible person, or dependent claimant and the Fund.

This section shall apply in the event of a deadlock on the administration of the Fund. Such a deadlock shall be deemed to exist when, at two successive meetings of the Trustees at which such matter is voted upon by the Trustees, no vote is adopted expressing the position of the Trustees with respect to such matter, or if no quorum is present, at two successive meetings.

In the event a claim for Prepaid Legal Services is denied, or the related benefit of mediation under this Plan is denied, or Prepaid Legal Services or mediation is suspended or discontinued, the eligible person involved has the right to an appeal procedure.

If the denial, suspension or discontinuance was initiated by action of Plan Counsel, or a Mediator, that action shall be immediately reported to the Trustees by that Plan Counsel or Mediator. Notice of any such denial, suspension or discontinuance, or similar action initiated by the Trustees, shall be communicated in writing to the eligible person by the Trustees.

The notice of denial, suspension or discontinuance of benefits shall make specific reference to the Plan provision(s) upon which the action is based, describe any additional material or information necessary for the claim to be honored along with an explanation of why such material or information is necessary, and state whether the Trustees, or a Plan Counsel or Mediator (by name), initiated the denial, suspension or discontinuance of benefits.

The notice shall also include a statement that the eligible person has a right within 60 days of the receipt of the written notification to request in writing a review of such action. The eligible person or that person's duly authorized representative may submit comments in writing and documents in support of, and along with, the request for review.

The written request for review shall be directed to the Trustees of the Paraprofessional Health and Welfare Fund, 180 Mount Vernon Street, Boston, MA 02125. In the event Plan Counsel or a Mediator initiated the denial, suspension or discontinuance of benefits, a copy of the request for review shall also be sent to that Plan Counsel or Mediator.

The request for review will be processed by the administrative staff of the Fund and that staff will make a recommendation to the Trustees as to the appropriate disposition of the request for review. The Trustees' action on the request for review shall be communicated to the eligible person, and the Plan Counsel or Mediator involved—if any—within ninety (90) days after receipt of the request for review.

The eligible person who filed the request for review will be notified of the Trustees' basis for their action if they reaffirm, in whole or in part, the original denial, suspension or discontinuance of benefits.

The notice will also advise the eligible person of the right to appeal to the Trustees for reconsideration of their disposition of the request for review; and that such appeal must be submitted in writing to the Trustees of the Paraprofessional Health and Welfare Fund, 180 Mount Vernon Street, Boston, MA 02125, within 30 days of receipt by the eligible person of the communication from the Trustees disposing of the request for review.

The eligible person taking this appeal may, as a part of the written appeal, request a hearing before the Trustees on the appeal, and if that request is granted by the Trustees, the eligible person may be represented at that hearing. The Plan Counsel or Mediator involved—if any—shall receive notice of, and may also attend, the hearing.

The decision of the Trustees on the appeal will be sent to the eligible person, and the Plan Counsel or Mediator involved—if any—within 60 days of the receipt of the appeal or within 45 days after the completion of any hearing on the appeal, whichever is later. The decision will include the reasons for the Trustees' disposition of the appeal.

The Trustees have full authority to interpret and apply the terms of the Plan and all Plan documents. Any decision reached by the Trustees in good faith shall be final and binding on all parties subject to the arbitration rights described below.

If the decision of the Trustees on an appeal from an eligible person denies a benefit, the eligible person may submit that denial to arbitration, provided that if the decision of the Trustees on the appeal relied on an application of the applicable canons of ethics by Plan Counsel or a Mediator, that decision may not be submitted to arbitration.

The arbitrator shall be selected under and in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator's authority will be limited to determining whether the Trustees' decision was arbitrary or capricious, and his decision shall be final and binding on the eligible person and the Trustees. The fee and expenses of the person acting as arbitrator shall be shared equally by the eligible person that submitted the matter to arbitration and the Paraprofessional Health and Welfare Fund.

9. **The sources of contributions to the Plan:** The Boston Teachers Union Paraprofessional Health and Welfare Fund receives annual payments on behalf of Covered Paraprofessionals from the City of Boston and/or the School Committee of the City of Boston pursuant to the collective bargaining agreement between the Boston Teachers Union and the Boston School Committee acting for the City of Boston.
10. **The identity of the organizations through which benefits are provided:** All of the Fund's benefits are provided on a self-insured basis directly by the Fund or by others under agreement with the Trustees.
11. **Document inspection:** Copies of the Trust Agreement, latest annual report, the rules and regulations of the Fund, and the current collective bargaining agreement provision for contributions to the Fund are available for inspection upon appointment with the Fund Office.
 - a. The Trustees reserve the right to amend, modify or discontinue all or part of this Plan whenever, in their judgment, conditions so warrant.
 - b. If you do not understand English and have questions about the benefits or rules of the Plan, contact the Fund Office to find out where to obtain such help.
 - c. The Trustees reserve the right to refuse benefits to Covered Paraprofessionals or their dependents, who do not conduct themselves properly in their dealings with personnel employed by the Health and Welfare Fund.

PHONE REFERENCES

Health and Welfare Fund.....	(617) 288-0500
Delta Dental Massachusetts (toll free).....	(800) 872-0500
Delta Dental (Metropolitan Boston)	(617) 886-1234
EPIC Hearing Aid Network.....	(866) 956-5400
Eye Care Center.....	(617) 288-5540
Harvard Faculty Group Practice	(617) 432-1434
Prepaid Legal Services.....	(617) 288-0497

The Trustees reserve the right to amend, modify or discontinue all or part of this Plan whenever, in their judgment, conditions so warrant.

If you have any questions about the benefits or rules of the Plan, please contact the Fund Office.

The Trustees reserve the right to refuse benefits to Covered Paraprofessionals or their dependents, who do not conduct themselves properly in their dealings with personnel employed by the Health and Welfare Fund.

**Boston Teachers Union Paraprofessional
Health and Welfare Fund**

180 Mount Vernon Street
Boston, Massachusetts 02125-3198
(617) 288-5883