Faculty Association Suffolk Community College Benefit Fund

Southampton Building 224D • 533 College Road, Selden NY 11784
631-732-6500 or 631-451-4323 • fascc.org/healthbenefits/fa-benefit-fund

BENEFITS BOOKLET

Board of Trustees

Dante Morelli, Chairperson
Courtney Brewer, Vice Chair
Sean Tvelia, Guild
Cynthia Eaton
Pete DiGregorio
Kevin McCoy
Kim Ng Southard

Fund Administrator

Mary Kaffaga

Third Party Administrator

Daniel H. Cook Associates, Inc.
253 West 35th Street – 12th Floor
New York NY 10001
212-505-5050

Counsel

Mirkin & Gordon, P.C.

Accountants

Buchbinder, Tunick & Company

June 2023

Dear Faculty Association Benefit Fund Member:

Since the issuance of the last Benefits Booklet dated January 2016, the Trustees of the Faculty Association Benefit Fund have made many changes to the Fund's benefit plan that reflect the supplemental benefits members have indicated they want and use. This revised Benefits Booklet describes all the benefits currently available to you and the procedures to access those benefits through the Faculty Association of Suffolk Community College Benefit Fund.

The 2016 Benefits Booklet was in the format of a benefits binder to allow for pages to be removed and added if there was a particular benefit change. This updated Benefits Booklet is intended to replace the 2016 booklet inserts of that binder.

Up-to-date information about your benefits is available on the FA website:

fascc.org/healthbenefits/fa-benefit-fund

The following briefly describes the changes since the 2016 Benefits Booklet:

- Eligibility for Retiree Benefits: Effective with retirements on or after November 1, 2018, the retiree must have been a member in good standing of the Union for a minimum of 10 years to be eligible to enroll in the Fund's self-pay retiree plan. This does not impact a new retiree's right to COBRA continuation coverage.

- Eligibility for Coverage of Stepchildren: A member's stepchildren are eligible for Fund benefits provided the member can verify their status as the natural or adopted children of the member's current spouse. An affidavit is no longer required.

- Dental Benefits: Effective January 1, 2022, and September 1, 2022, the Board of Trustees increased reimbursement levels for many dental procedures, including the more costly procedures such as dental implants. Remember, if you use a dentist on our panel, you will have no out-of-pocket costs for covered services.

- Hearing Aid Benefit: The maximum per rolling 36 months for Actives and Retirees enrolled in an Enhanced Plan (not the Basic Plan) has been increased to $2,000.

- Health Advocate Program Discontinued: The Trustees discontinued the Health Advocate program and used the funds previously spent on same to enhance the dental benefits program.

Obviously, the changes cited above only highlight the basic elements of the actual changes in the Fund benefits. We suggest that you read this booklet carefully and share it with your family. If you have any questions, please contact the Fund Office at 631-732-6500 or 631-451-4323.

IN THE NAME OF THE TRUSTEES:

- Courtney Brewer, Vice Chair
- Sean Tvelia, Guild
- Cynthia Eaton
- Peter DiGregorio
- Kevin McCoy
- Kim Ng Southard

In solidarity and trust,

Dante Morelli
Chairperson

CONTENTS

Table 1Contents

HIGHLIGHTS OF YOUR BENEFITS

This section of your booklet provides a highlight of the benefits provided by the Faculty Association of Suffolk Community College Benefit Fund ("FA Benefit Fund"). All benefits are described in detail in the appropriate sections later in the booklet.

Active Member and Dependent Coverage

DENTAL

Participating Provider Option: No out-of-pocket expenses for covered benefits; participating providers are reimbursed directly from the FA Benefit Fund. Call the Fund Office (631-451-4323) to confirm that your current provider is continuing with the FA Benefit Fund or for a list of participating dental providers in your area.

Dental Schedule of Allowance: Maximum coverage of $3,250/person/plan year (September 1 to August 31); periodontal maximum of $2,000/person/plan year; lifetime implant allowance of $4,000 ($2,000 for the first and $2,000 for the second), and lifetime orthodontia allowance of $5,991/person.

Note: All plan maximums are based on the Fund's Schedule of Allowance.

Submit a claim form (obtained from the FA Fund Office or the FA Benefit Fund website) and be reimbursed up to the scheduled amount.

OPTICAL

The FA Benefit Fund provides optical coverage for FA Benefit Fund covered members once each plan year (September 1 to August 31). In brief, the benefit provides the following:

Participating Provider Option: No out-of-pocket expenses for a comprehensive eye exam, selected frames, and lenses from over 75 vision care panel doctors and optical centers in the Long Island and metropolitan New York City area. This option establishes maximum copayments for premier/metal frames and additional services beyond the basic benefit. Payment will be made by you directly to the participating provider. Call the Fund Office or visit the FA Benefit Fund website for a list of providers.

Out-of-Network Option: Payment will be made to you for actual expenses not to exceed $10 for an exam and up to $35 for materials (frames, lenses, contacts). Call the Fund Office or visit the FA Benefit Fund website for a Direct Reimbursement Claim Form.

PRESCRIPTION DRUG COPAYMENT REIMBURSEMENT

Copayment reimbursement is up to a maximum of $500/family/per calendar year plus an additional one percent of the copayments per eligible prescription submitted over $500. Download the claim form from the FA Benefit Fund website or call Fund Office for a claim form and submit along with pharmacy print out or with your prescription drug carrier's annual report of copayments showing the copayment amounts. Reimbursement may be claimed only once in a calendar year.

HEARING AID

Reimbursement of up to $2,000 once every rolling 36 months toward the purchase of a hearing aid. The maximum remains at $1,000 for retirees and dependents enrolled in the FA Benefit Fund's Basic Plan. Download the claim form from the FA Benefit Fund website or call Fund Office for a claim form and submit along with the bill.

NEW DEPENDENT CHILD

$750 benefit upon the birth or adoption of a child. If you have multiple births, you will receive multiple benefits. Download the claim form from the FA Benefit Fund website or call the Fund Office for a claim form and submit along with a copy of the child's birth certificate/Social Security card or adoption certificate.

LIFE INSURANCE

$20,000 life insurance benefit payable to the covered member's designated beneficiary upon the death of the covered member. A notarized designated beneficiary form must be on file (forms available at Fund Office). Anyone needing information on filing a claim should call the Fund Office.

BURIAL BENEFIT

$1,000 to help defray the cost of funeral expenses upon the death of either the covered member or the covered member's spouse or domestic partner. Single persons must file a designation of beneficiary form (forms available at the Fund Office). Submit a death certificate, along with the member's Social Security number, to claim benefits.

GENERAL INFORMATION

FUND INFORMATION

The Faculty Association of Suffolk Community College Benefit Fund ("FA Benefit Fund") is a legal entity separate and distinct from the Faculty Association of Suffolk Community College ("Faculty Association") and the Guild of Administrative Officers ("Guild") and was established as a result of collective bargaining between the County of Suffolk and the Faculty Association. Since its inception, the FA Benefit Fund has also provided benefits to eligible members of the Guild. The FA Benefit Fund provides supplemental health-related and other benefits to its members and eligible dependents. Contributions to the FA Benefit Fund are predicated on the amount stipulated in the collective bargaining agreement and other pertinent documents.

The primary source of contributions to the FA Benefit Fund is the employer, Suffolk County Community College. Contributions are provided at an annual rate, prorated twice a year, on behalf of each covered active employee. In accordance with the Agreement and Declaration of Trust, the contributions are used to provide benefits for the covered members and their eligible dependents and to finance the cost of administration.

The FA Benefit Fund is governed by a Board of Trustees comprised of seven members, six of whom are designated by the Faculty Association and one of whom is designated by the Guild of Administrative Officers, according to the Agreement and Declaration of Trust. The current members of the Board of Trustees are listed at the beginning of this booklet.

The Board of Trustees employs personnel who are responsible for the daily functioning and operation of the FA Benefit Fund and a Third Party Administrator whose primary function is the processing of claims.

ENROLLMENT

To receive benefits, you must complete a FA Benefit Fund Enrollment Card. This card may be obtained from the Fund Office.

Once you become enrolled, it is important that you notify the Fund Office, in writing, of any changes in your marital or family status and any change of your address. Payment of benefits can be put in jeopardy if the covered member fails to notify the FA Benefit Fund of subsequent changes in marital status or change of dependent status or domicile, or neglects to confirm college-attendance status of a dependent child of their household.

Proof of a change in marital status must be provided by sending either a copy of your divorce decree/judgment, signed by a judge, or your marriage certificate to the Fund office. Once the FA Benefit Fund receives the proof, you must complete a new Enrollment Card. You may also wish to complete a new designation of beneficiary form for the FA Benefit Fund's Burial Benefit and Life Insurance Benefit and any other benefits which may become payable upon your death. The

provision of the divorce decree/judgment may not affect the designation of your former spouse on the beneficiary card for these benefits, irrespective of what the judge has ordered or the parties have agreed to. You must complete, sign, and file with the Fund Office a new Enrollment Card in order to change your beneficiary designation. Only those beneficiaries listed on a covered member's duly executed designation of beneficiary card will be entitled to receive the appropriate benefits.

CLAIMS FILING

All claims for benefits must be submitted on claim forms made available by the Fund Office or the Third Party Administrator. Claims must be accompanied by any information or proof requested and reasonably required to process claims including your name, address, and Daniel H. Cook ID/subscriber number.

With respect to any benefits payable to a deceased covered member upon their date of death, or with respect to death benefits payable by virtue of the death of the covered member where the covered member's designated beneficiary has predeceased the covered member and as successor has not been designated, or where the covered member has not designated a beneficiary, then these benefits will be made payable to the first surviving class of the following classes of successive preference beneficiaries:

The covered member's

a. Surviving spouse;
b. If no surviving spouse, to the surviving children equally; or
c. If no surviving children, to the surviving parent(s), equally or
d. If no surviving parent(s), to the surviving sibling(s), equally; or
e. If no surviving sibling(s), to the covered member's estate.

RIGHT TO APPEAL

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

Decisions of the Fund Administrator and Fund Third Party Administrators (jointly considered the "Fund Office") are subject to review by the Trustees upon appeal. The Fund Office uniformly applies all rules. The action of the Fund Office is subject only to review by the Fund's Trustees.

An appeal must be filed with the FA Benefit Fund within sixty (60) days of denial of the claim, by submitting notice in writing to the FA Benefit Fund's Board of Trustees, Faculty Association of Suffolk Community College Benefit Fund, Southampton 224D, 533 College Road, Selden NY

11784. The Trustees shall act on the appeal within a reasonable period of time and render their decision in writing, which shall be final, conclusive, and binding on all persons.

ELIGIBILITY

COVERED MEMBER

In order to be eligible for benefits through the FA Benefit Fund, you must be a covered member. Covered members include active, full-time Unit III employees of Suffolk County Community College covered by the collective bargaining agreement between the Faculty Association, Suffolk County Community College and the County of Suffolk, and active full-time employees of Suffolk County Community College covered by the collective bargaining agreement between the Guild of Administrative Officers, Suffolk County Community College and the County of Suffolk, and on whose behalf contributions are required to be made; officers and employees of the Faculty Association, the Guild, and the FA Benefit Fund on whose behalf the Faculty Association, the Guild and/or the FA Benefit Fund makes contributions; such retirees whom the Trustees may determine are eligible to participate in this Fund and who remit the required self-pay contribution; and other employees of the County of Suffolk in other bargaining units and non-bargaining units whom the Trustees may determine are eligible to participate in the FA Benefit Fund.

You are entitled to benefits as long as you are in active payroll status or are an eligible retiree. Active payroll status means the period for which contributions are required to be made on your behalf. Covered members who are on unpaid leaves of absence remain eligible for benefits for so long as they are on approved leave, provided they make the required contribution to the FA Benefit Fund. (See section titled COBRA for further details.) In addition, adjunct faculty are eligible only for the Legal Services Program provided the College remits contributions to the Fund for the adjunct faculty.

Employees covered by the FA Benefit Fund will be eligible for benefits on the first day of employment. All benefits terminate at the end of the month in which the last contribution has been received by the FA Benefit Fund on the employee's behalf.

ELIGIBLE RETIREES

Eligible members who retire may elect to continue coverage for the package of benefits offered by the FA Benefit Fund for retirees and their Continuation-eligible family members (dependents) for as long as the applicable self-pay contributions set by the FA Benefit Fund are paid. The retiree must also have maintained active membership in the Union, as defined by its Constitution, for the ten (10) years preceding retirement. At the time of retirement, the retiree must be an active member in good standing of the Union or if on approved leave, a member in good standing, and thereafter must maintain membership in the Union and pay the required union dues.

ELIGIBLE DEPENDENTS

Your eligible dependents are covered for certain benefits as outlined in this booklet. Eligible dependents are dependents who are determined to be eligible by the FA Benefit Fund. A dependent can be eligible for EMHP coverage, but not necessarily eligible for the Fund (e.g., the Fund does not cover adult children up to age 26). You must enroll your eligible dependent with the Fund in order for them to be eligible for Fund benefits.

Eligible dependents include:

- Your spouse

- Your domestic partner

    - Who is eighteen years of age or older;
    - Who is not married or related by blood in a manner that would bar marriage in New York State;
    - Who has an exclusive mutual, close, and committed personal relationship with the covered member;
    - Who lives with the covered member and has been living with same on a continuous basis for six months and you are able to provide proof of residency and financial interdependence[1];
    - Has not terminated the partnership.

    [1] Evidence of financial interdependence is not required if the covered member has received, and provides the Fund Office with a copy of, a certificate of domestic partnership issued by the Employee Benefits Unit for the Employee Medical Health Plan of Suffolk County ("EMHP").

  A person may be enrolled as a domestic partner if his or her partner is a Unit III or Unit IV employee of Suffolk Community College on the date of registration for whom the Employer makes contributions to the FA Benefit Fund or has retired as a Unit III or Unit IV employee of Suffolk Community College and is currently a covered member of the FA Benefit Fund. No person is eligible to be enrolled as a domestic partner who at the time of enrollment or at any time during the prior six months was enrolled as a member of another domestic partnership or was married to another individual and whose divorce decree was issued less than six months prior to submission of the application for enrollment.

  Note on Tax Implications: Under the Internal Revenue Service (IRS) rules, the fair market value of the health-related benefits is treated as income to the covered member/employee for tax purposes when a person who is not a qualified dependent under Federal IRS rules is covered under the FA Benefit Fund. Please ask your tax consultant how enrolling your domestic partner will affect your taxes.

If the partnership ends, the covered member must notify the Fund Office and end coverage for their domestic partner. There will be a one-year waiting period from the termination date of a previous partner's coverage before the covered member may again enroll a domestic partner.

Covered members who fraudulently enroll a domestic partner are held financially and legally responsible for any benefits paid.

- Your unmarried dependent children who have not reached their 19th birthday (including legally adopted children) or stepchildren who reside with the covered member and for whom the covered member provides full financial support and who have not reached their 19th birthday. To establish eligibility of a covered member's stepchild, the covered member must submit an affidavit verifying that the child resides full time with the covered member and proof of financial dependency as shown by income tax returns. This affidavit is available at the Fund Office.

  Other children who reside permanently with you in your household, who are chiefly dependent on you for support, are also eligible. To establish the eligibility of such a child, the covered member must submit an affidavit verifying that the child resides full time with the covered member and proof of both residency and financial dependence, as shown by income tax returns or a court order of guardianship for the child. The affidavit is available from the Fund Office.

- Unmarried dependent children who are full-time students at an accredited educational institution and have not reached their 25th birthday. An unmarried child who is a full-time student will be covered up to age 25 if he or she is enrolled for 12 undergraduate credit hours or 6 graduate credit hours per semester. A Student Verification Form (obtained from the Fund Office) must be completed and submitted to the FA Benefit Fund before a claim can be honored. This form must be filed each semester.

  <u>Part-Time Students Completing Graduation Requirements</u>

  Your unmarried dependent children who are over age nineteen (19) but under age twenty-five (25) who need less than a full-time course load to satisfy requirements for graduation may also be eligible. They must

  - Otherwise qualify as an eligible dependent of the enrollee;
  - Have been a full-time student in the term immediately preceding the semester or trimester in which course requirements will be completed; and
  - Provide the Fund Office with a statement from their school or college administrator which verifies the student's status.

- Your unmarried children, regardless of age, who are incapable of self-sustaining employment by reason of mental or physical handicap and who become so prior to their attainment of age 19 and further provided that such children reside with a covered member and are wholly dependent on the covered member for support. You must submit proof of your dependent child's incapacity to the Fund Office within 31 days after the date he or she attains the age at which his or her coverage would otherwise terminate, or within 31 days after you are notified of his or her ineligibility, whichever is later. Proof of the continued existence of such incapacity shall be furnished to the Fund Office from time to time at its request.

COORDINATION OF BENEFITS

You may be entitled to receive benefits under our benefit plan and another group benefit plan, if your spouse or domestic partner also has benefit coverage. In this case, the two plans will coordinate their benefit payments so that the combined payments of both plans will not be more than your actual expenses. The primary coverage plan will pay its full benefits. Then the secondary coverage plan will pay any expenses that are not completely covered by the primary coverage plan's benefits. No plan pays more than it would without the coordination of benefits provision.

Claim Procedures Under the Coordination of Benefits Provision

1. If you are a covered member of the FA Benefit Fund and are eligible for benefits from another Group Plan:

    a. Submit your claim to Daniel H. Cook Associates.
    b. After you have received payment for such claim from the FA Benefit Fund, you may submit this claim to the other Group Plan under which you are eligible for benefits.
    c. You will receive any additional benefits, which may be due for this claim under the second plan, but the total amount you receive for each claim from this Fund and from any other Group Plan cannot exceed 100% of allowable expenses.

2. If your spouse or domestic partner has a claim and is eligible for benefits under another Group Plan:

    a. He or she must submit the claim to his or her plan first.
    b. After this claim is paid by that plan, it may be submitted to this Fund accompanied by an Explanation of Benefits received from the other plan.
    c. Any additional benefits which may be due for this claim will be paid by this Fund, but the total amount paid for this claim from this Plan will not exceed 100% of allowable expenses as determined by the FA Benefit Fund.

3. If a claim is submitted for a child when one parent is a covered member of this Fund and the other parent is a covered member of another plan:

a. Submit this claim to the Plan of the parent whose birthday (month and day only) occurs first in a calendar year.
b. After the claim has been paid by the first plan, it may be submitted to the second plan along with an Explanation of Benefits received from the first plan.
c. The payment you receive for each claim from both plans cannot exceed 100% of allowable expenses.

4. If the claim is submitted for a child whose parents are divorced when one parent is a covered member of this Fund and the other parent is a covered member of another plan:

   a. If the parent with custody has not remarried

      i. Submit the claim to the Plan which covers the parent with custody first.
      ii. After the claim has been paid by the first plan then it may be submitted to the second plan along with an Explanation of Benefits received from the first plan.

   b. If the parent with custody has remarried

      i. Submit the claim to the Plan which covers the parent with custody first.
      ii. Submit the claim to the Plan which covers the stepparent second.
      iii. Submit the claim to the Plan which covers the parent without custody last.

   c. In the event there is a court order which establishes financial responsibility for the medical, dental, or other health care expenses of the child, submit the claim to the Plan which covers the parent with the court-ordered responsibility first.

OVERPAYMENT/FUTURE OFFSET

In the event you receive an overpayment of Benefit Fund benefits, on your behalf or on behalf of your dependent, you are obligated to refund said overpayment to the FA Benefit Fund immediately. In the event you fail to refund said overpayment, the FA Benefit Fund can offset said overpayment against future benefits until said overpayment is fully recouped or suspend your benefits until said overpayment is paid in full. Such offset and/or suspension can be applied to the covered member's and eligible dependents' benefits.

AMENDMENT OR TERMINATION OF BENEFITS

The benefits provided by this FA Benefit Fund may, from time to time, be changed, modified, augmented, or discontinued by the Board of Trustees. The Board of Trustees adopts rules and regulations for the payment of benefits and all provisions of this booklet are subject to such rules and regulations and to the Trust indenture which established the Fund and governs its operations.

Your coverage and your dependent's coverage will stop on the earliest of the following dates:

- When the FA Benefit Fund is terminated;
- When you are no longer eligible;
- When there is a nonpayment of the direct pay premiums; or
- When the College ceases to make contributions on your behalf to the FA Benefit Fund.

Your dependent's coverage will also terminate when he or she is no longer your eligible dependent.

Active member and retiree benefits under this plan have been made available by the Trustees and are always subject to modification or termination in the exercise of the prudent discretion of the Trustees. No person acquires a vested right to such benefits either before or after his or her retirement. The Trustees may expand, modify, or cancel the benefits for active members and retirees; change eligibility requirements or the amount of the premiums; and otherwise exercise their prudent discretion at any time without legal right or recourse by an active member, retiree, or any other person.

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

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

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

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

EXTENSION OF BENEFITS TO DEPENDENTS

If a covered member dies, those benefits otherwise available through COBRA will be extended to the spouse or domestic partner and dependent children of the covered member, at no charge for a period of 90 days after the death (extended benefits period). An extension of the Legal General Consultation Benefit for which the deceased was eligible is also granted to the surviving spouse or domestic partner for 90 days. If there is no surviving spouse or domestic partner, then benefits are granted to your eldest surviving dependent.

CONTINUATION OF COVERAGE (SELF-PAY) AS REQUIRED BY THE CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA)

What is COBRA?

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

What is a Qualifying Event?

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

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

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

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

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

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

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

Election Period

The FA Benefit Fund will offer COBRA continuation coverage to qualified beneficiaries only after the Fund Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, commencement of a proceeding in bankruptcy with respect to the Employer, or enrollment in Medicare (Part A, Part B, or both), the Employer must notify the Fund Administrator of the qualifying event within 30 days of any of these events.

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Fund Administrator. The FA Benefit Fund requires you to notify the Fund Administrator within 60 days after the qualifying event occurs. You must send this notice to the Fund Administrator.

In the event of death, a copy of the death certificate must be provided. In the event of enrollment in Medicare, you must send a copy of the Medicare card. In the event of divorce, you must send a copy of the divorce judgment. In the event of legal separation, you must send a copy of the Court Order of Separation.

Once the FA Benefit Fund receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. For each qualified beneficiary who elects COBRA continuation coverage, COBRA continuation

coverage will begin on the date of the qualifying event or on the date that Fund coverage would otherwise have been lost, if later.

Continuation Coverage

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

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

1. Disability Extension of 18-Month Period of Continuation Coverage

   An eleven (11) month extension of coverage may be available if any of the qualified beneficiaries is determined by the Social Security Administration (SSA) to be disabled. The disability has to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. If either you or an eligible dependent is classified as disabled under Social Security during the first 60 days of COBRA coverage, coverage may be continued for up to a total of twenty-nine (29) months. You must notify the Fund Administrator both before the end of the initial eighteen (18) months and within sixty (60) days of such disability determination. If any qualified beneficiary becomes eligible for this eleven (11) month disability extension, all covered qualified beneficiaries are also entitled to the eleven (11) month extension of coverage. However, if you or your eligible dependent is no longer classified as disabled by Social Security, that person must notify the Fund Administrator within thirty (30) days of the determination and the eleven (11) month extension will end. The covered person(s) will be required to pay 150% of the cost for the 19th through the 29th months.

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

   An 18-month extension of coverage will be available to spouses and dependent children who elect continuation coverage if a second qualifying event occurs during the first 18 months of continuation coverage. The maximum amount of continuation coverage available when a second qualifying event occurs is 36 months. Such second qualifying events may include the death of a covered employee, divorce or separation from the covered employee, the covered employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), or a dependent child's ceasing to be eligible for coverage as a dependent

under the Plan. These events can be a second qualifying event only if they would have caused the qualified beneficiary to lose coverage under the Plan if the first qualifying event had not occurred. You must notify the Fund Administrator within 60 days after a second qualifying event occurs if you want to extend your continuation coverage.

Termination of Coverage

The continued coverage will cease on the first of the following dates:

- The date the Plan terminates;
- The date a required premium is due and unpaid after any applicable grace period;
- The date you and/or your dependent(s) become insured under another group health plan. This may not apply if you or your dependent have a pre-existing condition, which is not covered under the new plan. Contact the Fund Administrator for additional information when you and/or your dependents become insured under another group plan;
- The date the applicable period of continuation is exhausted; or
- The first day of the month which begins 30 days after you or your dependent(s) receive a final determination from Social Security that you or your dependent(s) are no longer disabled, in situations where the qualifying event was termination of employment or reduction in hours and where COBRA coverage was being continued for an additional 11 months.

How are COBRA Rates Determined?

The law permits the FA Benefit Fund to charge any person who elects to continue coverage 102% of the full cost to the Plan. If the cost changes, the FA Benefit Fund will revise the charge you are required to pay, but not more than once every 12 months. In addition, if the benefits change for active employees, your coverage will change as well.

If You Have Questions

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

Keep Your Fund Informed of Address Changes

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

COVERAGE FOR DEPENDENT SURVIVORS

A. Active Members

Coverage After the Extended Benefits Period Ends

Your enrolled spouse who has not remarried, or domestic partner who has not married or entered into another domestic partnership, and enrolled dependent children will be allowed to continue those benefits otherwise available through COBRA on a self-pay basis under the FA Benefit Fund after the extended benefits period (see COBRA section on page 16) ends, for as long as the appropriate self-pay premium is remitted. This is available to your eligible dependents only if you have completed at least 10 years of service.

Notification

An enrolled dependent survivor who wishes to continue coverage under the FA Benefit Fund must make application and the required payment for the coverage within 90 days of the death of the employee. Applications made after this period of time may be denied. For information on the cost or duration of dependent survivor coverage, contact the Benefit Fund Administrator.

Coverage For Your Enrolled Dependents If Your Spouse or Domestic Partner Loses Eligibility or Dies

If your enrolled surviving spouse remarries or dies, or your domestic partner enters another domestic partner relationship or dies, your enrolled dependent children may continue their coverage as dependent survivors until they no longer meet the eligibility requirements as dependents. If they no longer meet these requirements, they may continue coverage through COBRA (see COBRA section on page 16). If your survivor is eligible for dependent survivor coverage but chooses not to participate or fails to make the required payments, coverage will be terminated permanently. Your survivor may not re-enroll.

If Your Family is Not Eligible for Dependent Survivor Coverage

If your enrolled spouse and dependents are not eligible for survivor coverage under the FA Benefit Fund, they may continue their coverage for a limited time under COBRA (see COBRA section on page 16).

B. Retirees

Upon the death of a retiree, his or her dependent survivors, defined as their lawful spouse, enrolled domestic partner, and/or dependent children, according to the rules of

the FA Benefit Fund, may continue the benefits they were receiving on the date of the retiree's death, provided they continue to timely remit the payments required (see Retiree Benefits on page 37). Dependent survivor coverage shall terminate upon any one of the following events: remarriage of the surviving spouse, marriage of surviving domestic partner, or domestic partner enters into another domestic partnership.

THIRD-PARTY REIMBURSEMENT/SUBROGATIONS

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

A. To reimburse the FA Benefit Fund, to the extent benefits are paid by it, out of any money recovered from such third party, whether by judgment, settlement, or otherwise;

B. To provide the FA Benefit Fund with an assignment of proceeds to the extent of benefits paid out by the FA Benefit Fund on the claim and to cooperate and assist the Fund on seeking recovery. The Assignment will be filed with the person whose act caused the injuries, his or her agent, the court, and/or the provider of services; and

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

DENTAL BENEFIT

Covered members and enrolled dependents are eligible for dental benefits. Covered claims will be paid up to the scheduled allowance for dental work furnished while you or an enrolled dependent is covered, up to the maximum for the procedure listed in the dental schedule. In addition, if one of the participating dentists is used, then the fees listed in the dental schedule will be accepted as payment in full for covered services.

The following conditions must be met for benefits to be payable:

- The claimant must be eligible for benefits at the time expenses are incurred;
- The expense is incurred when the service is performed, except in the case of:
    - dentures - when the final impression is taken;
    - crown or fixed bridgework - when preparation of the tooth is begun;
    - root canal therapy - when work on the tooth is completed;
- No changes have been made in the Plan prior to the performance of the service that would change the allowance;
- Total benefit payments for all treatment of a patient must not exceed the Plan maximums;
- The allowance may be reduced by coordination of benefits as applicable.

MAXIMUM AMOUNTS PAYABLE

The maximum amount payable for each covered active member and retiree on a self-pay plan, and his or her enrolled dependents for covered dental services, will be $3,250 in any plan year (September 1 to August 31) exclusive of orthodontic, implant, and periodontic services which have separate maximums. The yearly maximum per person for covered periodontic work is $2,000. The lifetime maximum per person for implants is $4,000 ($2,000 for the first and $2,000 for the second).

Note: All plan maximums are based on the Fund's Schedule of Allowance.

The maximum for covered retirees in the Basic Plan is $500 per plan year (September 1 to August 31) for the retiree and his or her eligible dependents combined.

PRE-DETERMINATION OF BENEFITS

If your course of treatment is expected to cost more than $1,000, your dentist is required to complete a pre-determination request on the dental claim form and submit it with a properly mounted set of x-ray films for review by the Fund's Consultant Dentist. Pre-determination by the Fund's Consultant Dentist is limited to the approval of the course of treatment proposed; it does not include approval of payment for services not covered under the Dental Plan, the patient's

eligibility, or guaranteed payment. Completed treatment amounting to $1,000 or more may require examination of the patient by the Fund's Consultant Dentist before payment is made. Your dentist should be familiar with this procedure. This process assures that both you and your dentist will know in advance what services are covered and which parts of the dentist's charges the FA Benefit Fund would pay.

Pre-determination is not intended to interfere with your dentist's professional judgment or to delay your dental care. Rather, this process permits a review of the proposed treatment in advance and allows for the resolution of any questions before, rather than after, the work has been done.

The FA Benefit Fund has the right to request that a patient undergo an oral examination to verify the treatment that is recommended in the pre-determination review.

Failure to comply with the pre-determination rules will result in forfeiture of benefits.

ALTERNATE BENEFIT PROVISION

When more than one dental service would provide suitable treatment, your benefits will be based on the treatment determined by the Fund's Consultant Dentist to be best suited to your condition by accepted standards of dental practice. If two services would both provide satisfactory results according to accepted standards of dental practice and one service is less expensive than the other, the FA Benefit Fund will reimburse up to the scheduled allowance of the less expensive treatment.

The attending dentist and the patient may still proceed with the original treatment plan regardless of the FA Benefit Fund's determination. However, reimbursement will be made at the level of the alternative.

For example, payment for a crown may not be made if an acceptable professional result can be obtained by filling the tooth. Payment will then be made as if the tooth were filled.

OBTAINING THE BENEFIT

In order to obtain benefits, request the necessary dental claim form from the Fund Office. Upon completion of treatment, have the dentist complete his or her portion of the claim form. You should then complete your portion of the claim form and mail it to the Third Party Administrator. If prolonged dental treatment is required, you should periodically submit claim forms to the Third Party Administrator for that portion of the treatment which has been completed. Payment of the claim will be made directly to you unless you use a participating dentist, then the payment will be made to the dentist.

PARTICIPATING DENTIST PROGRAM

The FA Benefit Fund provides for free choice of dentists. However, the FA Benefit Fund has made arrangements with many dentists who accept the fees listed in the dental schedule as payment in full when the FA Benefit Fund is the primary carrier. If you use a participating dentist and the FA Benefit Fund is the primary carrier, you will not have to pay for any services listed in the schedule up to the Plan maximums. Payments will be made by the FA Benefit Fund directly to the dentist.

Participating dentists may charge you for services not covered by the plan if the annual maximum has been reached or the frequency limitation has been exceeded.

Dentists who specialize in orthodontics, periodontics, endodontics, or oral surgery are listed separately from general dentists. This list will be revised from time to time by the FA Benefit Fund.

The list provides the names, addresses, and telephone numbers of the dentists who are currently participating with the FA Benefit Fund's dental plan. These dentists have agreed to provide covered dental procedures at no out-of-pocket expense to covered members and their enrolled dependents. The list is provided as an informational service only for the convenience of covered members and eligible dependents. The FA Benefit Fund does not recommend the services of any particular dentist. The participating providers have been selected because they have agreed to accept the Fund's fee schedule as payment in full for covered services.

If you or your eligible dependents are charged for any covered services by a participating provider, do not pay the charge and contact the Fund Office immediately. The FA Benefit Fund requests that you report any irregularities, including rudeness, unsanitary conditions, and difficulty in obtaining appointments at convenient hours, to the Fund Office.

LIMITATIONS AND EXCLUSIONS

Covered dental expenses shall not include expenses incurred for

- Instruction for plaque control;
- Oral hygiene instruction;
- Bite registrations;
- Experimental or investigational dental services;
- Any services, supplies, or treatment unless prescribed by a legally qualified dentist or physician;
- Services rendered prior to the patient becoming eligible for benefits;
- Any dental procedure performed wholly or substantially for cosmetic reasons or without respect to congenital mouth form;
- Replacement of existing denture or partial denture more than once every five years;
- Placement of existing crown or fixed bridge more often than once every five years;

- Crowns, inlays, dentures, bridgework, or other prosthetic appliances installed or delivered more than 30 days after termination of coverage;
- Charges for crowns, inlays, dentures, bridges, or other appliances to increase vertical dimension or reduce occlusion;
- Charges for multiple abutting of teeth or crowns, or teeth installed for clasping purposes only, or crowns and/or inlays installed as multiple abutments and splints to augment periodontal treatment;
- Duplicate prosthetic appliances;
- A prosthetic appliance, fixed or removable, used as an adjunct to periodontal care, unless it replaces a missing tooth;
- Charges for temporary crowns (unless tooth is fractured and only on anterior teeth), implants and bridges or dentures involving implants, or for temporary dental services which will be considered an integral part of the final dental service rather than a separate service;
- Dental service performed by a dentist in which the FA Benefit Fund experiences an instance of unsatisfactory documentation or recording of services which are deemed detrimental to the FA Benefit Fund or the patient;
- Most inclusive periodontal service includes all other services performed on the same date, in the same area and payment will be make for the all-inclusive service only; e.g., osseous surgery (ADA code 4260) and gingivectomy (ADA code 4210) performed on the same date, payment will be made for the all-inclusive osseous surgery only;
- Any benefit that is claimed after a period that exceeds one year from the completion of the dental services;
- Replacement of a lost or stolen appliance;
- Dental supplies or services for which benefits are provided at a Veteran's Administration Hospital or Clinic, or for dental supplies or services related to injury or disease covered by any Workers' Compensation law, or charges for expenses which are reimbursable through "no fault" automobile insurance;
- Dental supplies or services furnished by or for the United States Government or any other local governmental agency or where reimbursement is made elsewhere;
- Services where a charge is not incurred or payment is not required;
- Services performed by a member of your or your spouse's immediate family unless proof of payment is provided for those services.
- Dental services or supplies not listed or not consistent with the Schedule of Allowance unless the FA Benefit Fund reviews the services and accepts the expenses as covered dental expenses. The covered dental expense for such services will be determined by the FA Benefit Fund and will be consistent with those listed in the Schedule of Allowance.

SCHEDULE OF ALLOWANCES

The Plan year is from September 1 to August 31. The Schedule of Allowance is located on the FA web site (fascc.org/benefitfund/dental-benefit), or you can call the Fund Office for a print copy.

OPTICAL BENEFIT

ELIGIBILITY

Covered members, retirees on a self-pay plan and their enrolled dependents are entitled to optical benefits once during each plan year (September 1 to August 31). Retired members in the Basic Plan are eligible once every two years.

THE BENEFIT

You have the option of choosing from either one or two the following optical benefits under this program.

1. At participating providers, you are entitled to a paid-in-full benefit for a comprehensive eye exam including glaucoma test and one pair of eyeglasses or prescription sunglasses (lenses and frame), or the benefit may be used for standard daily wear, disposable contact lenses or planned replacement contact lenses. Additional frame selections and many different lenses and coatings are also available at participating providers at discounted prices. Contact the Fund Office or check the Fund website for a recent list of copays.

   All frames and lenses through participating providers have a one year 100% replacement guarantee if damaged or broken due to defects in manufacturing.

2. At nonparticipating providers, reimbursement will be made directly to you for actual expenses not to exceed $10 for an exam and up to $35 for materials (frames, lenses, contacts). [1] [2]

   [1] *If you choose to use a nonparticipating provider, return your Direct Reimbursement Claim Form, with receipts attached (applicable to active members, enrolled dependents, and retirees purchasing the Enhanced Plan only) to the Fund's optical benefit administrator at the address on the claim form. Reimbursement will be made directly to you within the Fund's schedule of benefits payable for covered services noted in 2 above.*

   [2] *Retirees enrolled in the Enhanced Plan are eligible for up to $150 in reimbursement for covered optical services received by an out-of-network provider located outside of New York State.*

GENERAL LIMITATIONS

- When you go to a nonparticipating provider, you must have the provider complete the Direct Reimbursement Claim Form. The examination, lenses, and frames must be billed at the same time, on one claim form during each plan year (September 1 to August 31).

- In order for you to make the best possible use of your optical benefit, please keep in mind that partial usage of the benefit is considered the same as full usage. If, for example, you file a claim for an eye examination only or just for the repair of frames, you will not be entitled to receive the benefit for another Plan year.
- The three parts of the benefit (examination, lenses, and frame) cannot be split between participating providers and nonparticipating providers. You must use one option or the other for all three parts.

OBTAINING THE BENEFIT

Call the Fund Office or check the Fund website for a list of participating providers or for a Direct Reimbursement Claim form if you use a nonparticipating provider.

In order for a dependent full-time student between the ages of 19 and 25 to obtain optical benefits, proof of full-time student status must be submitted every semester. Verification of student status forms may be obtained at the Fund Office.

If you choose a participating provider, call the provider's office directly to schedule an appointment. Identify yourself as an FA Benefit Fund member or dependent. The provider's office will verify your eligibility for services.

PRESCRIPTION DRUG COPAYMENT REIMBURSEMENT

ELIGIBILITY

If you are eligible for FA Benefit Fund benefits, either as a full-time member of the FA or the Guild of Administrative Officers, or you are a retiree enrolled in and paying for either the Enhanced Plan or Enhanced Plus Plan, you are eligible.

Eligible dependents are dependents who are determined to be eligible by the FA Benefit Fund and enrolled by the covered member. A dependent can be eligible for EMHP coverage but not necessarily eligible for the FA Benefit Fund (e.g., the Fund does not cover adult children up to age 26).

THE BENEFIT

This benefit is provided to reimburse the copayments incurred by covered members (active and retirees in a self-pay plan) and their enrolled dependents for prescription drugs. The FA Benefit Fund will reimburse the copayment incurred by the covered member and/or his or her enrolled dependent, up to $500 per calendar year plus an additional one percent of the copayment per eligible prescription submitted over $500. Prescriptions will be adjudicated in the order they are filled (chronologically).

Prescription drugs covered under this program must have been prescribed by a medical doctor, osteopath, or dentist and dispensed by a licensed pharmacist. Prescription services which are covered include

- Prescriptions which require compounding;
- Prescriptions for legend drugs;
- Insulin on prescriptions;
- Allergic solutions or extracts normally purchased at a pharmacy authorized by a doctor;
- Prescription vitamins;
- Birth control pills.

LIMITATIONS

- Only one claim per family per calendar year is eligible.
- Individual records of prescriptions not accompanied by a pharmacy printout or a copy of a receipt will not be honored.
- The FA Benefit Fund prescription drug coverage is secondary to your primary prescription drug coverage, for example, Employee Medical Health Plan of Suffolk Country, HMO, or spouse's coverage.
- No coverage is provided for over-the-counter drugs, vitamins, diet supplements, etc., which, even though prescribed by physician, can be legally purchased without a

prescription; allergy prescriptions unable to be filled at a licensed pharmacy; or drugs prescribed for cosmetic purposes.

OBTAINING THE BENEFIT

In order to obtain benefits, submit a claim form (obtained from the Fund Office or on the Fund website) along with your pharmacy printout or annual statement from your prescription drug carrier to the Fund Office. The copayment amount must be indicated on the pharmacy's printout. All claim forms must contain a total dollar amount, or the claim may be returned to you without payment. All items listed will be subject to verification.

Submit your completed and signed form only after you have accumulated a minimum amount of $500 for prescription drug copayments. If you do not meet the minimum prior to the end of the year, submit your claim for whatever amount below that figure after the last day of the calendar year.

Your prescription drug claim must be submitted no later than April 30 of the year following the year charges were incurred in order to be eligible for coverage. For example, covered expenses incurred from January 1, 2022, through December 31, 2022, may be claimed up to April 30, 2023.

Note: The same rules and regulations governing Suffolk County's primary prescription drug plan apply. The FA Benefit Fund does not cover prescription costs incurred by covered members beyond the amount payable by your primary prescription drug plan. If for some reason you had to pay full price for a prescription (perhaps your card was unavailable or you were out of state), you must first submit the costs to your primary prescription plan prior to claiming. Do not submit your claim to the FA Benefit Fund unless all costs are supported by proof. Submissions at a later date will not be reconsidered for payments.

HEARING AID BENEFIT

ELIGIBILITY

Covered members, retirees, and enrolled dependents are eligible for this benefit.

THE BENEFIT

Covered members, retirees, and enrolled dependents may be reimbursed up to $2,000[1] for the purchase of a hearing aid once every rolling 36 months. This includes charges for fitting and the cost of the hearing aid when recommended by a physician or audiologist. This amount is the total allowance for reimbursement without the per ear limitation.

The FA Benefit Fund will not pay for repairs to hearing aids, nondurable equipment such as batteries, or appliances or expenses not recommended or approved by a physician or audiologist.

For enrolled dependents of covered members age 12 and under, the frequency information is once every 24 months, provided the existing hearing aid can no longer compensate for the child's hearing loss.

[1] *Basic Retirees will remain at $1,000 every rolling 36 months.*

OBTAINING THE BENEFIT

In order to obtain benefits, download the claim form from the Fund website or call the Fund Office for a claim form and submit along with an Explanation of Benefits from the EMHP's hospital/medical/surgical Third Party Administrator (currently Empire BlueCross BlueShield).

All hearing aid claims must be filed within 12 months from the purchase of the hearing aid. The Hearing Aid Benefit is secondary to your or your enrolled dependent's health plan's benefit. Only hearing aids covered by that health plan will be covered by the Fund.

NEW DEPENDENT CHILD

ELIGIBILITY

The following applies to covered active members only.

THE BENEFIT

The new dependent child benefit will reimburse up to $750 to a covered member for the birth or adoption of a new dependent child to help defray the costs of caring for a new dependent. If you have multiple births, you will receive multiple benefits.

OBTAINING THE BENEFIT

In order to obtain benefits, download the claim form from the Fund website or call the Fund Office for a claim form and submit along with the copies of child's birth or adoption certificate, Social Security card, and copies of receipts for expenses incurred for your new dependent child.

All new dependent child claims must be filed within 12 months from the birth or adoption of your child.

FINANCIAL COUNSELING BENEFIT

ELIGIBILITY

If you are eligible for FA Benefit Fund benefits, either as a full-time active member of the FA or the Guild of Administrative Officers, or you are a retiree enrolled in and paying for either the Enhanced Plan or Enhanced Plus Plan, you are eligible to participate in the financial counseling program.

THE BENEFIT

The FA Benefit Fund provides for financial consultations and financial education through the investment advisory firm of Stacey Braun Associates, Inc. Financial topics that are covered include but are not limited to:

- Retirement Planning
- Refinancing
- Mortgages
- Debt Management
- Budgeting
- Divorce
- Investments, e.g., 403(b), Pension Advice
- Asset Allocation
- Establishing Risk Tolerance
- Taxes
- Inheritance Issues
- Gifting
- Estate Planning
- Savings
- General Education
- Elder Care
- Education Funding, i.e., 529 plans
- Second Opinions & Life
- Disability and Long-Term Care Insurance.

Stacey Braun personnel are prohibited from selling investments or insurance products. Stacey Braun is not affiliated with any 403(b) providers.

SERVICES AVAILABLE AT NO COST TO COVERED MEMBERS

- Up to five hours of consultation time annually to address various financial questions and situations you may have. Consultations may be attended by anyone the covered member brings with them. Consultations are held virtually, by phone, or at the Fund Office or campus locations on predetermined dates.

- Unlimited access to Stacey Braun's proprietary financial website. To access the website, go to staceybraun.com, click Member Login, and use *fascc* as the User ID and *money* as the password.
- Unlimited use of Stacey Braun's email helpdesk.
- Periodic financial education webinars/seminars.

Stacey Braun Associates, Inc., is not compensated by any of the products that they may recommend.

OBTAINING THE BENEFIT

To utilize this benefit, contact Stacey Braun at 888-949-1925. Or you may access Stacey Braun's proprietary financial website: Go to staceybraun.com, click Member Login, and use *fascc* as the User ID and *money* as the password.

LIFE INSURANCE/ACCIDENTAL DEATH OR DISMEMBERMENT BENEFIT

The following applies to full-time active members of the FA and the Guild only.

In the event of your death from any cause, at a time when you are eligible for benefits, your designated beneficiary will receive $20,000. This benefit is underwritten by a life insurance company.

DESIGNATION OF BENEFICIARY

You may name anyone you wish as your beneficiary on a form provided for that purpose by the Fund Office. You may change your designation at any time by signing the appropriate form and filing it with the Fund Office. Payment will be made in a lump sum to your designated beneficiary or beneficiaries in equal shares unless you request otherwise when you file your beneficiary form. You may name a contingent beneficiary who will receive your life insurance if all the primary beneficiaries die before you.

If you have not named a beneficiary, the insurance company will pay your estate. It may, however, pay your surviving relatives as follows: a) all to your surviving spouse; b) if your spouse does not survive you, in equal shares to your surviving children; or c) if no children survive you, in equal shares to your surviving parents. If the beneficiary is a minor who does not have a legal guardian, the insurance company may, until a guardian is appointed, pay the person it deems to be caring for and supporting him or her. Such payments will be made in monthly installments of not more than $50.

TERMINATION

In the event your employment ends or you are no longer eligible for benefits under the FA Benefit Fund, coverage will cease as previously described. However, you have the right to convert to an individual policy. Please contact the Fund Office if you wish to exercise this option.

ACCIDENTAL DEATH OR DISMEMBERMENT (AD&D)

In the event of your death from an accident or an accidental dismemberment, you or your beneficiary can receive benefits from this coverage. The loss must occur within 90 days of the accident. Benefits are paid based on the following schedule:

- $20,000 — Accidental loss of both hands, both feet, the sight of both eyes, or any combination of these

- $10,000 — Accidental loss of one hand, one foot, or the sight of one eye

LIMITATIONS

No payment will be made for an accidental death or accidental dismemberment resulting from or caused directly, wholly or partly, by

- Intentional self-destruction or intentional self-inflicted injury, while sane or insane; or
- Participation in the commission of a crime; or
- War or an act of war, or service in any military, naval or air organization of any country while such country is engaged in war, counterinsurgency operations or a policing type of activity.

OBTAINING THE BENEFIT

In order to obtain these benefits, you or your beneficiary should contact the Fund Office for the appropriate form. This form should be submitted, along with a certified copy of the death certificate or physician's verification of the accidental loss, to the insurance company.

BURIAL BENEFIT

The following applies to active full-time members of the FA and the Guild or their spouses and domestic partners only.

The FA Benefit Fund provides a $1,000 benefit to help defray the funeral expenses from the death of the covered member or the covered member's spouse or domestic partner. In the case of a married member or a member in a domestic partnership, this benefit will be paid to the surviving spouse or domestic partner unless a signed beneficiary form naming another beneficiary is on file with the Fund Office. In the case of a single member, the benefit will be payable to the member's beneficiary. Obtain a beneficiary form from the Fund Office. Single members must file a designated beneficiary form for this benefit to be payable.

LIMITATIONS

Covered members are those defined as such by the FA Benefit Fund and include members on a paid leave of absence.

The covered member will be the beneficiary upon the death of his or her spouse or domestic partner. The covered member's spouse or domestic partner will be the beneficiary upon the death of a covered member unless a signed form naming another beneficiary is on file with the Fund Office.

OBTAINING THE BENEFIT

Submit a certified copy of the death certificate to the Fund Office, along with a note listing the covered member's name and Social Security number in order to receive benefits. The death certificate must be sent to the Fund Office within 12 months from the date of death.

RETIREE BENEFIT

ELIGIBILITY

To qualify for FA Benefit Fund retiree benefits, you must meet the first requirement, either 2A or 2B, and the third requirement listed below:

1. You must be receiving or be entitled to receive a monthly pension from a New York State retirement system of New York State Optional Retirement Program (e.g., TIAA-CREF.).

   and

2. 2A — You must have at least 10 years of full-time or job share employment with Suffolk County, and you leave employment before or after age 55.

   or

   2B — You retire pursuant to any early retirement incentive.

   and

3. In addition, eligible members who retire may elect to continue coverage for the package of benefits offered by the Fund for retirees and their Continuation-eligible family members (dependents) for as long as the applicable self-pay contributions set by the Fund are paid. The retiree must also have maintained active membership in the Union, as defined by its Constitution, for the ten years preceding retirement. At the time of retirement, the retiree must be an active member in good standing of the Union or, if on approved leave, a member in good standing, and thereafter must maintain membership in the Union and pay the required union dues.

DISABILITY RETIREMENT

In the case of an ordinary (not work-related) disability retirement, the age requirement is waived but you must meet the other requirements. In the case of a disability retirement resulting from work-related illness or injury, the age requirement and the minimum service requirements are waived. Satisfaction of the third requirement is subject to the length of your employment prior to approval of the disability retirement.

While awaiting whether or not your disability retirement is granted, and while you are not retired, you must continue to pay COBRA premiums in order to be eligible to continue Fund benefits into your retirement. If your disability retirement is granted, then your self-pay COBRA premiums will be adjusted retroactively to the effective date of your disability retirement. You may receive a refund if the COBRA rates exceeded the self-pay rates. If the disability retirement

is not granted, then you must be eligible as outlined above, and retire, in order to continue Fund benefits on a self-pay basis.

ENROLLMENT REQUIRED FOR RETIREE BENEFITS

In addition, you must complete a retiree enrollment form and return it the Fund Office within sixty (60) days of your retirement date. This enrollment form will indicate the coverage level at which you choose to participate for the next Fund fiscal year (September 1 to August 31).

Eligibility for dependents of retirees and benefits available will be based on the coverage opted by you on the retiree enrollment form within sixty (60) days of your retirement date. In addition, note that you, as a retiree, may enroll for one (1) individual plan, covering yourself only; or two (2) individual plans, covering you and your spouse/enrolled domestic partner only; or one (1) family plan, covering you and all your eligible dependents. However, if you, as a retired member, are married to, or in a domestic partnership with, another retired member, you can choose either one (1) individual plan for each or (1) family plan for both. You may not opt for two (2) individual plans. If enhanced coverage is purchased only for you, you will not be permitted to elect coverage for your dependents at a later date.

COVERED BENEFITS

Eligible retirees will be provided with the following two options of benefits coverage under the Fund:

1. The Enhanced Plan allows you to obtain the active member's level of benefits for dental, hearing aid, prescription drug copay reimbursement, optical care, and financial counseling. A self-pay premium is required for this level of coverage.

2. The Enhanced Plus Plan allows you to enroll in the Fund legal services plan, in addition to the active member's level of benefits for dental, hearing aid, prescription drug copay reimbursement, optical care, and financial counseling. An additional yearly payment is required for this level of coverage above the Enhanced Plan payment.

Retirees who opt for coverage in the Enhanced Plus Plan will be provided with a yearly opportunity during the month of August to move down to the Enhanced Plan. The effective date for the lesser coverage is September 1.

Eligibility for dependents of retirees is based on the coverage opted by you on the retiree enrollment form. If enhanced coverage was purchased only for you, then any lesser level of coverage chosen at a later time will be provided for you only.

OBTAINING COVERAGE

Coverage for either the Enhanced Plan or the Enhanced Plus Plan requires timely payment of the premium. The premium for these plans may change from year to year. Discounted rates are also available depending on payment frequency. Rates and the discount schedule may be obtained by calling the Fund Office.

If you elect to buy the coverage, you must enroll and commit to a payment schedule for at least a full plan year (September 1 to August 31), except in the case of mid-year retirement. If you elect to enroll in one of the enhanced plans and do not pay the cost of same for the plan year, your coverage will terminate and you will not be entitled to resume participation in any retiree plan of benefits offered by the Fund, ever.

If a retiree dies within the first 15 days of a plan year and no benefits are claimed, the Fund will reimburse the retiree's full premium to the first surviving class of the following classes of successive preference beneficiaries: the deceased retiree's a) widow/widower or domestic partner, b) surviving children, c) estate.

RETIRED MEMBERS MARRIED TO ACTIVE MEMBERS

If, upon your retirement, you are eligible to receive Fund coverage as a dependent spouse or enrolled domestic partner of an active member, at no cost to you, then your time to elect retiree benefits is deferred until such time as your spouse/active full-time member retires, resigns, or dies.

MEMBERS WHO RETIRED BEFORE SEPTEMBER 1, 1999

Members who retired before September 1, 1999, were given the additional option of the Basic Plan, which provides dental coverage under the Funds schedule for you and your dependents up to a total reimbursement of $500 per family per plan year, optical care every two plan years, and the active hearing aid reimbursement program. Coverage for these benefits requires no contribution from you.

Eligible retirees who enrolled in either the Enhanced Plus or Enhanced Plan will be provided yearly opportunity during the month of August to move down to lesser coverage. The effective date for lesser coverage is September 1. Any retiree who retired before September 1, 1999, who chooses to move down to the Basic Plan may never again opt to purchase either of the enhanced plans.

If you elected to enroll in one of the enhanced plans and do not pay the cost of same for the plan year, your coverage will terminate and you will not be entitled to resume participation in the Basic Plan, ever.

LEGAL SERVICES BENEFIT

> "(The assistance of counsel) is one of the safeguards of the Sixth Amendment deemed necessary to ensure human rights of life and liberty…. The Sixth Amendment stands as a constant admonition that if the Constitutional safeguards it provides be lost, justice will not still be done."
>
> — United States Supreme Court Justice Hugo Black, *Gideon v. Wainwright*

ELIGIBILITY

If you are eligible for FA Benefit Fund benefits, either as a full-time member of the FA or the Guild of Administrative Officers, or you are a retiree who has enrolled and paid for the Enhanced Plus Plan, you are eligible for legal services benefits.

Your dependents are not eligible for legal services benefits unless specifically included in the benefit description.

GENERAL RULES REGARDING COVERAGE

Enrollment

To receive benefits, you must have completed an FA Benefit Fund Enrollment Card. The Enrollment Card provides the Fund with necessary basic information: your name, address, Social Security number, birth date, marital status, etc. If you have not completed an Enrollment Card, it is essential that you do so at the earliest possible opportunity.

All correspondence addressed to the Fund must contain the covered member's name and address. Please notify the Fund Office, in writing, of any changes of name, address, etc. Maintenance of current records assures efficient processing of your claim and prompt receipt of your benefits.

Appeals to the Board of Trustees

The Board of Trustees of the FA Benefit Fund adopts rules and regulations for the payment of benefits and all provisions in this booklet are subject to such rules and regulations and to the Agreement and Declaration of Trust, which established the Fund and governs its actions.

A covered member may request a review of action taken by the Fund Office by submitting an appeal, in writing, to the Board of Trustees of Faculty Association of Suffolk Community College Benefit Fund, 533 College Road, Southampton Building, Room 224D, Selden NY 11784.

OBTAINING THE BENEFIT

If you wish to make an appointment to consult a lawyer for the benefits provided, call the Fund Office.

You will be provided with an attorney from a panel law firm selected by the FA Benefit Fund. This firm will provide you with the benefits of the FA Benefit Fund. Your relationship with this law firm will be that of attorney and client. The attorney-client relationship will be exclusively between the covered member and the law firm. No employee of the FA Benefit Fund or any Trustee of the FA Benefit Fund can interfere in this relationship.

The FA Benefit Fund is designed to help pay for covered legal services. While the FA Benefit Fund cannot pay for all legal costs you have, it will help meet a substantial amount of such costs. You should explore with an attorney of the panel law firm the cost involved for any problem for which you seek help, so that you and the law firm will have a working concept of what services are covered as well as what you will have to pay. Remember, however, that it is not always possible to estimate total costs. When, after general consultation with the panel law firm, you decide to retain the panel law firm, you will then be required to make the appropriate payment as indicated in the plan of benefits.

You are not compelled to use the plan provided by the FA Benefit Fund. You are free at all times to select an attorney of your own choosing and to make payment to such attorney for services. However, the FA Benefit Fund will not absorb nor be responsible for any part of the fees or charges of attorneys other than those representing law firms on the panel for the legal services program. You are also free at any time to discontinue the services of the panel law firm, and if you desire, to secure the services of a nonpanel attorney. However, in such an event the FA Benefit Fund will neither be responsible for nor absorb any part of the fees or charges of nonpanel attorneys. In addition, you continue to be obligated to the panel law firm for any cost incurred above the scheduled amount.

The panel law firm may, under exceptional circumstances, at any time (as is customary in the case of the independent retention of private attorneys) not undertake, discontinue, or withdraw from representation of any covered member with appropriate adjustment of fees. In such cases, you are free to secure your own counsel. However, the FA Benefit Fund will neither absorb nor be responsible for any of the fees or charges of a nonpanel attorney.

REPRESENTATION IN CIVIL MATTERS

The legal benefits of the FA Benefit Fund are divided into two major benefit categories: Representation in Civil Matters and General Legal Matters. The following section concerns itself with the specific benefits within the Civil Matters category.

All covered members are entitled to no more than one Civil Matter, every two calendar years. Should you require representation in additional Civil Matters in a calendar year, you may submit a written request for consideration to the Fund's Board of Trustees, which must include information supporting your need. Upon consideration of your request, the Trustees will render a written decision within a reasonable period of time.

LEGAL DEFENSE

ELIGIBILITY

Any covered member who is a defendant in a situation involving his or her rights in resisting a claim and has had a legal action started against him/her which does not fall within any of the specified benefits listed in this booklet.

Note: Special service benefits such as those involving divorce proceedings, separation proceedings, annulment proceedings, and homeowner proceedings are covered by the schedules and contained under those specific headings in this booklet.

As indicated above, you are entitled to representation in no more than one legal defense matter every two calendar years. Should you require representation in additional legal defense matters in a calendar year, you may submit a written request for consideration to the Fund's Board of Trustees, which must include information supporting your need. Upon consideration of your request, the Trustees will render a written decision within a reasonable period of time.

If a covered member is sued jointly with another defendant, including a spouse/domestic partner, the matter will not be covered by the FA Benefit Fund unless special circumstances are presented to the Trustees and approved. You may submit a written request for consideration to the Fund's Board of Trustees outlining your special circumstances to which the Trustees will render a written decision within a reasonable period of time.

THE BENEFIT

The FA Benefit Fund provides coverage through the panel law firm for all necessary legal services arising from the defense of a lawsuit or proceeding commenced against you in courts and administrative agencies. The following are only examples of some of the courts and agencies in which the Fund provides coverage under the Legal Defense Benefit:

- Supreme, Surrogate's & District Courts of Westchester County;
- United States District Court for the Eastern and Southern Districts of New York;
- United States Customs Court;
- Supreme, Surrogate's and County Courts of Rockland, Orange, Putnam, Dutchess, New York, Brooklyn, Queens, Richmond, Bronx, Nassau and Suffolk Counties;
- Civil Courts of New York, Brooklyn, Queens, Richmond and Bronx Counties;
- District Courts of Nassau and Suffolk Counties;
- Administrative Agencies and Bureaus.

This benefit provides, for example, the legal defense cost of a lawsuit alleging breach of contract or against lawsuits involving garnishment or medical expense claims. A covered member's problem may be successfully resolved after consultation with a panel attorney or it may necessitate the steps leading to and including your defense in litigation or before an administrative agency.

The following schedule indicates the legal services available and the amount to be paid by the covered member at each stage:

A. $0 — Consultation

B. $15 — Pre-litigation including, for example, negotiation of settlement including the drafting of any necessary papers

C. $35 — Litigation including, for example, third party complaint, Demand for Bill of Particulars, preparation of Jury Demand and court appearance, if necessary

If the legal defense benefit is concluded at the consultation stage, there is no cost to the covered member. However, if the legal defense benefit is concluded at the pre-litigation stage, the cost to the covered member is $15; if the legal defense benefit must enter the litigation stage, the cost to the covered member is an additional $35. Hence, the total cost to the covered member for a legal defense benefit that reaches litigation is $50 ($15 + $35).

EXCLUSIONS

The legal defense benefit will not cover any controversy, action, dispute, proceeding, or matter, which involves a covered member's or their spouse's/domestic partner's business, commercial, or investment interest.

The legal defense benefit will not cover any controversy, action, dispute, proceeding, or matter which results from actions taken by a covered member or spouse/domestic partner acting on his or her own behalf as a general contractor for the construction of a new home or renovation of an existing home.

OBTAINING THE BENEFIT

To obtain this benefit, contact the Fund Office to request an appointment. At the time of your appointment, you and an attorney from the panel law firm will complete the appropriate forms.

The acceptance of representation in all cases will be conditioned upon a determination by the panel law firm that the defense of the case is not frivolous. Such a determination will be made by the panel law firm and reported to the Trustees for a final determination.

UNCONTESTED LEGAL SEPARATION

ELIGIBILITY

Any covered member who seeks a separation from his or her spouse by means of a separation agreement mutually agreed upon by the parties or any relief though the court by an action for an uncontested legal separation.

THE BENEFIT

The FA Benefit Fund provides coverage through a panel law firm for all necessary legal services which the preparation and negotiation of a separation agreement may require. The separation agreement may be prepared and executed with a minimum of consultation, or it may necessitate extensive negotiation with opposing counsel and spouse.

The following schedule indicates the legal services available and the amount to be paid by the covered member in each circumstance:

A. $0 — Consultation

B. $45 — Uncontested or cooperatively agreed separation with minimal negotiation

C. $75 — Settlement after extensive negotiation

Where the parties do not wish to enter into a separation agreement, an uncontested action in court for a legal separation may be had.

The following schedule indicates the legal services available in an uncontested separation and the amount to be paid by you in each circumstance:

A. $0 — Consultation

B. $180 — Litigation including, for example, conference, preparation of Summons and Verified Complaint, documents relating to maintenance and support of children (in proper instances), Findings of Fact, and Conclusions of Law

OBTAINING THE BENEFIT

To obtain the uncontested legal separation benefit, contact the Fund Office to request an appointment. At the time of the appointment, you and an attorney from the panel law firm will complete the appropriate forms.

UNCONTESTED DIVORCE PROCEEDING

ELIGIBILITY

Any covered member is entitled to this benefit.

THE BENEFIT

Divorce proceedings may be categorized as uncontested or contested. The FA Benefit Fund provides coverage for all steps of the legal process in the category of uncontested divorce proceedings.

The following schedule indicates the legal services available and the amount to be paid by you in each circumstance:

A. $60 — The covered member is entitled to ten hours of legal representation in negotiating a divorce settlement until litigation must commence in instances where the panel attorney determines that litigation is necessary in order to maintain, defend, advance, or assert the covered member's interest (see item B below). A divorce action will be initiated under this benefit when

    1. The covered member and spouse have agreed upon an uncontested divorce and no stipulation of settlement is required; or

    2. The covered member and spouse had previously signed a separation agreement or stipulation of settlement and have agreed upon an uncontested divorce; or

    3. The covered member requests representation in negotiating a stipulation of settlement (e.g., equitable distribution, child support, custody, visitation, and maintenance) and the spouse has retained an attorney. A stipulation of settlement is then negotiated and executed, grounds are agreed upon and the spouse signs an affidavit agreeing upon the grounds for divorce.

B. *Hourly* — The covered member may (in addition to item A above) retain the services of the panel law firm after the first ten hours of legal representation or once litigation is necessary to commence, subject to a written agreement of retention.

The panel law firm has agreed to provide said representation under item B with a 25% reduction in its hourly rate, which hourly rate has been established as $450 for calendar year 2023.

OBTAINING THE BENEFIT

To obtain the uncontested divorce proceedings benefit, contact the Fund Office to request an appointment. At the time of the appointment, you and an attorney from the panel law firm will complete the appropriate forms.

UNCONTESTED ANNULMENT PROCEEDING

ELIGIBILITY

Any covered member is entitled to this benefit.

THE BENEFIT

Annulment proceedings may be categorized as uncontested or contested. The FA Benefit Fund provides coverage for all steps of the legal process in the category of uncontested annulment proceedings.

The following schedule indicates the legal services available and the amount to be paid by the covered member in each circumstance:

A. $0 — Consultation

B. $60 — Coverage includes, for example, Summons and Complaint, Note of Issue, preparation of Findings of Fact, Conclusions of Law, Entry of Judgment

OBTAINING THE BENEFIT

To obtain the uncontested annulment proceeding benefit, contact the Fund Office to request an appointment. At the time of the appointment, you and an attorney from the panel law firm will complete the appropriate forms.

ADOPTION

ELIGIBILITY

Any covered member who seeks representation in an adoption proceeding.

THE BENEFIT

The FA Benefit Fund will provide a covered member with an attorney from a panel law firm to represent the covered member in formal adoption proceedings. This benefit does not include payment of any fees or expenses to adoption agencies or any other agencies but is limited to those services normally rendered by an attorney to formalize an adoption. After all arrangements have been agreed upon, the panel attorney will prepare all petitions and allied papers and will appear in court with the parties in support of the adoption, if required.

The following schedule indicates the legal services available and the amount to be paid by the covered member in each circumstance:

A. $0 — Consultation

B. $65 — Preparation of documents and court appearance for adoption of child

OBTAINING THE BENEFIT

To obtain the adoption benefit, contact the Fund Office to request an appointment. At the time of the appointment, you and an attorney from the panel law firm will complete the appropriate forms.

PERSONAL BANKRUPTCY

ELIGIBILITY

Any covered member is entitled to this benefit.

THE BENEFIT

The FA Benefit Fund provides coverage through the panel law firm for all necessary conferences and legal services in the preparation of a petition to file for personal bankruptcy. Such a petition and schedules to file for personal bankruptcy may be finalized with a minimum of consultation and negotiation or it may involve a number of exceedingly complex steps. In some situations, it may require attendance at meetings with creditors and settlement agreements.

The following schedule indicates the legal services available and the amount to be paid by the covered member in each circumstance:

A. $0 — Consultation

B. $75 — Simple personal bankruptcy

C. $100 — Complex personal bankruptcy

OBTAINING THE BENEFIT

To obtain the personal bankruptcy benefit, contact the Fund Office to request an appointment. At the time of the appointment, you and an attorney from the panel law firm will complete the appropriate forms.

CHANGE OF NAME

ELIGIBILITY

Any covered member is entitled to this benefit.

THE BENEFIT

This benefit provides legal advice and representation in the change of name procedure. Counsel will file all appropriate papers and represent the covered member in the change of name process.

The following schedule indicates the legal services available and the amount to be paid by the covered member in each circumstance:

A. $0 — Consultation

B. $45 — Actual change of name procedure

OBTAINING THE BENEFIT

To obtain the change of name benefit, contact the Fund Office to request an appointment. At the time of the appointment, you and an attorney from the panel law firm will complete the appropriate forms.

HOMEOWNER RIGHTS

ELIGIBILITY

Any covered member who owns a private dwelling, a condominium, or cooperative apartment as a primary residence or is in the process of purchasing or selling such a primary residence or refinancing of a mortgage on a primary residence.

THE BENEFIT

This benefit has two components:

1. Legal advice or representation for the sale or purchase of any private dwelling, condominium, or cooperative apartment in which the covered member primarily resides or plans to reside; or the purchase of unimproved property with the intention of building a home in which the covered member expects to primarily reside; or the refinancing of a mortgage on a primary residence. The legal services plan does not provide representation in any phase of the construction of the home, or in any controversy, dispute, proceeding, or matter arising from the construction of any home, including one in which the covered member expects to primarily reside unless special circumstances are demonstrated and approved by the Trustees.

2. Legal advice or representation in the defense of a mortgage foreclosure proceeding involving any of the above stated residences.

Regarding the first component of this benefit, the following schedule indicates the legal services available and the amount to be paid by the covered member in each instance:

A. $0 — Consultation

B. $60 — Negotiation, advice, and representation in the sale, purchase, or refinance of a primary residence

It should be noted that this benefit does not include any aspects of residential problems that involve Title searches or Title insurance or the costs of same.

The second component of the homeowner rights benefits is legal representation through the panel law firm attorney in defense of a proceeding to foreclose a mortgage on a dwelling which the covered member owns and in which the covered member primarily resides. A mortgage foreclosure problem may be resolved after consultation with a panel attorney, or it may require the contesting of any action to foreclose the mortgage in the appropriate court.

The following schedule indicates the legal services available and the amount to be paid by the member in each instance:

A. $0 — Consultation
B. $15 — Pre-litigation including, for example, negotiation of settlement as well as the drafting of any necessary papers
C. $125 — Litigation including, for example, Demand for Bill of Particulars, preparation of Jury Demand, motions, and court appearances

OBTAINING THE BENEFIT

To obtain the homeowner's rights benefit, contact the Fund Office to request an appointment. At the time of the appointment, you and an attorney from the panel law firm will complete the appropriate forms.

GENERAL LEGAL MATTERS

The legal benefits of the FA Benefit Fund are divided into two major benefit categories: Representation in Civil Matters and General Legal Matters. The following section concerns itself with the specific benefits within the General Legal Matters category.

These benefits are provided to the members in those instances where the covered member's legal problems do not fall within the benefits provided within the Representation in Civil Matters category.

GENERAL CONSULTATION

ELIGIBILITY

Any covered member is entitled to this benefit.

THE BENEFIT

This benefit provides covered members with an opportunity to consult with an attorney from the panel law firm for three one-half hour sessions each calendar year concerning any legal questions whatsoever. This benefit is made available by the FA Benefit Fund at no charge to a covered member.

The general consultation benefit does not include representation. If such representation involves a covered member, the FA Benefit Fund will pay the cost of representation in accordance with its Benefit Schedule. Of course, if the matter is not covered, any further legal costs must be borne directly by the covered member.

OBTAINING THE BENEFIT

To obtain the general consultation benefit, contact the Fund Office to request an appointment. At the time of the appointment, you and an attorney from the panel law firm will complete the appropriate forms.

DOCUMENT REVIEW

ELIGIBILITY

Any covered member is entitled to this benefit.

THE BENEFIT

This benefit provides professional review and interpretation of all legal documents, such as guarantees, warranties, installment purchase agreements, loans, leases, insurance policies, and court papers, by an attorney from the panel law firm. There is no frequency limitation placed upon the utilization of this benefit which is provided at no cost to the covered member.

The general consultation benefit does not include representation. If such representation involves a covered member, the FA Benefit Fund will pay the cost of representation in accordance with its Benefit Schedule. Of course, if the matter is not covered, any further legal costs must be borne directly by the member.

EXCLUSIONS AND LIMITATIONS

The following documents are not included in the document review benefit:

A. Tax return
B. Work that is being prepared by other attorneys at the time of the document review benefit.

OBTAINING THE BENEFIT

To obtain the document review benefit, contact the Fund Office to request an appointment. At the time of the appointment, you and an attorney from the panel law firm will complete the appropriate forms.

WILL

ELIGIBILITY

Any covered member and his or her spouse, if agreeable to the covered member, are entitled to this benefit. In addition, the parent(s) and/or parent(s)-in-law of a covered member who wishes to execute a will, or have one reviewed or updated, is covered by this benefit.

THE BENEFIT

This benefit provides for the preparation and execution of a will, with a simple children's trust if appropriate, for the covered member, his or her spouse (if agreeable to the covered member), the covered member's parent(s), and/or the covered member's parent(s)-in-law under the supervision of an attorney from the panel law firm. The benefit is provided without charge, not more than once in every consecutive year period.

OBTAINING THE BENEFIT

To obtain the will benefit, contact the Fund Office to request an appointment. At the time of the appointment, the appropriate forms will be completed. A second appointment will be scheduled for the execution (signing) of the completed will(s).

PERSONAL INJURY (NEGLIGENCE)

ELIGIBILITY

A covered member and/or all members of his or her immediate family who has suffered a personal injury as a result of negligence is covered by this benefit.

THE BENEFIT

The legal services program provides coverage through the panel law firm for all legal services, through trial if necessary, in connection with the prosecution of a claim for personal injury as a consequence of negligence in cases which legal counsel believes are worthy of prosecution. The covered member will be represented on the basis of a contingent fee of 33 $^1/_3$% of the net sum recovered.

CONTINGENT FEE

The contingent fee means that the fee is contingent upon successful recovery, whether by suit, settlement, or otherwise. Thus, if there is no recovery, there is no fee. Conversely, the more that is recovered, the greater the fee—all dependent upon a successful conclusion of the matter.

As customary, whether the litigation is successful or not, you are required to reimburse the firm for all disbursements, charges, and other expenses, such as medical and police reports, investigations, witness fees, etc. Also, as is customary, in computing this contingent fee, liens in favor of hospitals, doctors, etc., or other statutory liens upon recovery are not to be deducted. Such amounts would be paid out of the injured party's share of the recovery.

OBTAINING THE BENEFIT

To obtain the personal injury (negligence) benefit, contact the Fund Office to request an appointment. At the time of the appointment, you and an attorney from the panel law firm will complete the appropriate forms.

ARRAIGNMENT ASSISTANCE (TELEPHONE CONSULTATION)

ELIGIBILITY

Any covered member or dependent who is a defendant in a criminal proceeding in Nassau, Suffolk, Westchester, Putnam, Dutchess, Rockland, or Orange Counties or the five boroughs of New York City.

THE BENEFIT

The benefit provides coverage through the panel law firm for necessary legal assistance by telephone consultation arising from an arrest which may lead to immediate imprisonment.

This benefit provides, for example, the legal defense cost of telephone assistance by an attorney, where the covered member/dependent is charged as the defendant in a criminal matter. It is important to note, however, that this benefit does not cover the costs of legal assistance beyond the arraignment telephone consultation stage. Thus, if the covered member/dependent is interested in obtaining legal services beyond the arraignment stage, he or she must make the necessary arrangements directly with the panel law firm or retain another attorney of his or her choice.

The following schedule indicates the legal services available and the amount to be paid by the member:

A. $0 — Consultation

OBTAINING THE BENEFIT

To obtain the arraignment assistance (telephone consultation) benefit, the Fund Office must be contacted so that the appropriate arrangements may be made by the FA Benefit Fund with the panel law firm.

This service is available at any hour of the day or night by calling the special FA Benefit Fund number assigned to the program: 516-466-6030.

CONSUMER PROTECTION

ELIGIBILITY

Any covered member is entitled to this benefit.

THE BENEFIT

This benefit provides covered members with coverage through the panel law firm for a broad range of legal services which might be needed to institute and pursue action against fraudulent practices by merchants, department stores, home repair contractors, public utilities, automobile dealers, appliance dealers, etc. Utilization of this benefit is limited to two matters per member, per calendar year, and the matter must involve a purchase costing $500 or more.

The following schedule indicates the legal services available and the amount to be paid by the covered member in each circumstance:

A. $0 — Consultation
B. $0 — Representation by written communication
C. $50 — Litigation in small claims court
D. $100 — Litigation in courts other than small claims court
E. $100 — Representation with appropriate federal agencies, e.g., FTC, etc.[1]

[1] *If a lawsuit involves a consumer purchase of $5,000 or more, e.g., a "lemon car," then the cost to the covered member for litigation or representation shall be $250.*

Note: Some legal services not provided under this benefit include but are not limited to suits for punitive damages, class actions, and commercial enterprises.

OBTAINING THE BENEFIT

To obtain the consumer protection benefit, contact the Fund Office to request an appointment. At the time of the appointment, you and an attorney from the panel law firm will complete the appropriate forms.

IDENTITY THEFT PROTECTION

ELIGIBILITY

Any covered member who wishes legal consultation with an identity or personal information theft issue is covered by this benefit.

THE BENEFIT

The FA Benefit Fund provides coverage through the panel law firm for a member to consult with an attorney if the covered member believes he or she has been the victim of an act of identity or personal information theft including but not limited to the following examples:

- Using or opening of a credit account in the covered member's name fraudulently;
- Opening telecommunications or utility accounts in the covered member's name fraudulently;
- Passing bad checks or opening a new bank account in the covered member's name without authorization; and
- Obtaining a loan in the covered member's name fraudulently.

The panel law firm will provide consultation and assistance[1] to a covered member in connection with their contacting and reporting an act of identity theft to the three major credit bureaus, the security department of the appropriate creditors or financial institutions, the police, and the Federal Trade Commission.

The FA Benefit Fund makes this benefit available at no charge to covered members.

[1] *The identity theft benefit does not include representation in litigation other than that already provided in the consumer protection benefit.*

OBTAINING THE BENEFIT

To obtain the identity theft benefit, contact the Fund Office to request an appointment. At the time of your appointment, you and an attorney from the panel law firm will complete the appropriate forms.

PREVENTION ADVICE

To help you better prevent having your identity stolen, the FA Benefit Fund shares the following advice.

> Identity thieves steal information, such as credit card, Social Security numbers, and driver's license numbers, then open accounts and run up charges in the consumer's name. Or they fraudulently charge goods and services to a consumer's existing accounts.

In other cases, they may work or be arrested while using a victim's name. The harm to a consumer's credit and daily life can be devastating. Victims often have trouble obtaining credit due to damaged credit ratings.

If you think you have become a victim of an identity or personal information theft, here are three steps you can immediately take:

1. Contact the fraud departments of each of the three major credit bureaus and report that your identity has been stolen. Ask that a fraud alert be placed on your file and that no new credit be granted without your approval.

    - Equifax — 800-525-6285
    - Experian — 888-397-3742
    - Trans Union — 800-680-7289

2. For any accounts that have been fraudulently accessed or opened, contact the security department of the appropriate creditors or financial institutions. Close these accounts and put passwords (*not* your mother's maiden name) on any new accounts you open.

3. File a police report in the jurisdiction where the identity theft took place. Get a copy of the report in case you are requested to provide proof of the crime later.

The Federal Trade Commission (FTC) assists victims of identity theft by providing them with information to help them resolve the financial and other problems that can result from identity theft. The FTC's Identity Theft Hotline is 877-ID-THEFT (877-438-4338).

The following 14 steps will help you reduce your risk of identity theft.

1. Guard your Social Security number. It is the key to your credit report and banking accounts and is the prime target of criminals.

2. Monitor your credit report. It contains your Social Security number, present and prior employers, a listing of all account numbers, including those that have been closed, and your overall credit score. After applying for a loan, credit card, rental, or anything else that requires a credit report, request that your Social Security number on the application be truncated or completely obliterated and your original credit report be shredded before your eyes or returned to you once a decision has been made. A lender or rental manager needs to retain only your name and credit score to justify a decision.

3. Shred all old bank and credit statements, as well as junk mail credit card offers, before trashing them. Use a crosscut shredder; they cost more than regular shredders but are superior.

4. Remove your name from the marketing lists of the three credit reporting bureaus. This reduces the number of pre-approved credit offers you receive.

5. Add your name to the name-deletion lists of the Direct Marketing Association's Mail Preference Service and Telephone Preference Service used by banks and other marketers.

6. Do not carry extra credit cards or other important identity documents except when needed.

7. Place the contents of your wallet on a photocopy machine. Copy both sides of your license and credit cards so you have all the account numbers, expiration dates, and phone numbers if your wallet or purse is stolen.

8. Do not mail bill payments and checks from home. They can be stolen from your mailbox and washed clean in chemicals. Take them to the post office.

9. Do not print your Social Security number on your checks.

10. Order your Social Security Earnings and Benefits statement once a year to check for fraud.

11. Examine the charges on your credit card statements before paying them.

12. Cancel unused credit card accounts.

13. Never give your credit card number or personal information over the phone unless you have initiated the call and trust that business.

14. Subscribe to a credit report monitoring service that will notify you whenever someone applies for credit in your name.

Although it's impossible to guarantee that your personal information will not get stolen, by following the above tips you can greatly reduce the risk.

OTHER RESOURCES

Of course, please feel free to utilize the FA Benefit Fund legal services plan of benefits which provides the following, all applicable to identity theft issues:

- The general consultation benefit provides coverage through the panel law firm for a covered member to consult with an attorney concerning any legal questions whatsoever.

- The document review benefit provides coverage through the panel law firm for professional review and interpretation of all legal documents, such as guarantees, warranties, installment purchase agreements, loans, leases, insurance policies, and court papers.

- The consumer protection benefit provides coverage through the panel law firm for a broad range of legal services which might be needed to institute and pursue action against fraudulent practices by merchants, department stores, home repair contractors, public utilities, automobile dealers, appliance dealers, etc.

LIVING WILL/HEALTHCARE PROXY

ELIGIBILITY

You are eligible if you are a covered member, a covered member's spouse (if agreeable to the covered member) or domestic partner, or a covered member's parent(s) and/or parent(s)-in-law.

THE BENEFIT

This benefit provides you, your spouse or domestic partner, your parent(s), and/or parent(s)-in-law with the opportunity to have a living will/health care proxy prepared and executed under the supervision of an attorney from the panel law firm. This benefit is provided once every two plan years at no cost to you.

A living will and/or health care proxy serves as clearly documented expression of an individual's carefully considered intention to have life sustaining procedures withheld or withdrawn if he or she were to suffer from a catastrophic illness, disease, or injury from which there is little likelihood that he or she would recover to enjoy a meaningful quality of life.

OBTAINING THE BENEFIT

To obtain the living will/healthcare proxy benefit, either you or your spouse or domestic partner should contact the Fund Office to request an appointment. If both spouses or partners desire a living will/health care proxy, it is recommended that they make an appointment together. At the time of the appointment, you and an attorney from the panel law firm will complete the appropriate forms.

ESTATE PLANNING/TRUST

ELIGIBILITY

You are eligible if you are a covered member, a covered member's spouse or domestic partner (if agreeable to the covered member), or a covered member's parent(s) and/or parent(s)-in-law.

THE BENEFIT

The benefit provides covered members and their spouses/domestic partners, parent(s) and/or parent(s)-in-law with the opportunity to have estate planning trusts prepared and executed under the supervision of an attorney from the panel law firm.

The following schedule indicates the legal services available and the amount to be paid by the covered member:

A. $150* — Consultation
B. 20% off — Preparation and execution of the following special estate planning trusts at 20% off the usual and customary fee [1] [2]:

    - Irrevocable Medicaid Planning Trust — Drafted to preserve some of an individual's estate for their heirs while meeting the asset limits to qualify for Medicaid
    - Revocable Grantor Trust (Living Trust) — Created during a person's lifetime and can be amended or revoked by the grantor at any time

[1] *To be credited to the fee for preparation of trust.*

[2] *Usual and customary fee charged by the law firm is $6,000 per trust for all trusts. Fees may change year to year.*

OBTAINING THE BENEFIT

To obtain the estate planning/trust benefit, contact the Fund Office to request an appointment. At the time of your appointment, you and an attorney from the panel law firm will complete the appropriate forms.

PLANNING FOR THE ELDERLY

ELIGIBILITY

You are eligible if you are a covered member, a covered member's spouse (if agreeable to the covered member) or domestic partner, or a covered member's parent(s) and/or parent(s)-in-law.

THE BENEFIT

This benefit provides you, your spouse or domestic partner, your parent(s), and/or parent(s)-in-law with an opportunity to consult with an attorney from the panel law firm on matters involving, for example, the placement of elderly parent(s) in nursing homes, available Medicare entitlement, and health planning for the elderly. This benefit includes the preparation of powers of attorney and is offered at no cost to you.

OBTAINING THE BENEFIT

To obtain the planning for the elderly benefit, either you or your spouse or domestic partner should contact the Fund Office to request an appointment. At the time of the appointment, you and an attorney from the panel law firm will complete the appropriate forms.

ESTATES AND ADMINISTRATION

ELIGIBILITY

You are eligible if you are a covered member or a covered member's eligible dependent who is named as executor in a will. You are also eligible if you are named as executor in a will by a covered member. If there is no will, you or an eligible dependent who would qualify under intestacy laws to serve as administrator of the estate will be eligible.

THE BENEFIT

This benefit provides all legal services which may be required in connection with the handling of an estate from its inception (the probate of a will or petition for Letters of Administration where there is no will), through all phases of estate administration including tax proceedings and "winding up" of the estate (through accounting and distribution).

With respect to the estate of a deceased covered member, these services are provided to the surviving spouse or domestic partner or eligible dependent children in those instances where the spouse or domestic partner or eligible dependent children would be entitled to be appointed executor or administrator.

Note: This benefit does not provide legal services of an adversarial nature, e.g., to contest an existing will.

A. $0 — Consultation
B. $150 — Small estate proceedings
C. $250[1] — Estates other than small estate proceedings

[1] *The panel law firm has agreed to provide legal representation in these matters with a 25% reduction in its hourly rate, which for 2023 is $450.*

OBTAINING THE BENEFIT

To obtain the estates and administration benefit, contact the Fund Office to request an appointment. At the time of the appointment, you and an attorney from the panel law firm will complete the appropriate forms.

COUNSELING OF EMANCIPATED CHILDREN

ELIGIBILITY

Any covered member is entitled to this benefit.

THE BENEFIT

An unemancipated child is any dependent child (as defined by the rules of the FA Benefit Fund) who is over 18 years of age and fully dependent on you, the covered member, for support.

The FA Benefit Fund provides coverage through the panel law firm for consultation and document review services to your unemancipated child on matters involving the following:

- Legal responsibilities that affect your child when they turn age 18, whether or not they are emancipated;
- Contract review;
- Lease review and real estate issues;
- Agreements and documents associated with educational institutions, i.e., colleges and universities;
- Loan agreements and other credit matters; and
- Identity theft matters.

EXCLUSIONS

Excluded from the counseling of unemancipated children benefit is advice or consultation in any controversy, dispute, or proceeding with the covered member/parent.

OBTAINING THE BENEFIT

To obtain the counseling of unemancipated children benefit, contact the Fund Office to request an appointment for your child. At the time of the appointment, you and an attorney from the panel law firm will complete the appropriate forms.

GENERAL EXCLUSIONS FROM ALL BENEFITS OF THE LEGAL SERVICES PLAN

All legal services provided by the FA Benefit Fund have been specifically stated and described. Any legal service that has not been so described can be considered excluded from the Plan of Benefits.

However, in order to guide the covered member in his or her utilization of the legal services program benefit package, this section lists specifically, but without limitation, particular exclusions from the Plan.

- Any controversy, dispute, or proceeding with or against the employer or the employer's agents or officers;
- Any controversy, dispute, or proceeding directed against either Union (i.e., either the Faculty Association or the Guild of Administrative Officers) or any of its affiliated bodies, e.g., the FA Benefit Fund, or any of the officers, agents, or attorneys of either Union and its affiliated bodies;
- Any controversy, dispute, or proceeding in which the FA Benefit Fund would be prohibited from defraying the cost of legal services by any provisions of the law;
- Any controversy, action, or proceedings in which representation on a contingent fee basis is normally and customarily available or where the fee is payable by virtue of statute or by order of court;
- Class actions or interventions or *amicus curiae* activities. Two or more parties may not pool or combine their benefits for the purpose of asserting a claim in which they have a mutual interest;
- Any matter concerning the preparation or filing of income tax returns or payment of income tax;
- Any controversy, action, proceeding, or dispute in which the legal services are available through insurance or through any government agency or attorney (federal, state, or local);
- Any controversy, dispute, or proceeding in which the covered member was previously represented by an attorney;
- Any legal expenses incurred for a matter which commenced before the covered member became eligible to receive a benefit under the Plan;
- Any controversy, dispute, proceeding, or matter that cannot be litigated or otherwise handled within Rockland, Dutchess, Orange, Putnam, Nassau, Suffolk, or Westchester Counties or the five boroughs of New York City as described in the legal defense benefit section;
- Any controversy, dispute, proceeding, or matter which involves a covered member's business, commercial interest, or investment matters.

The FA Benefit Fund will not pay:

- For services or advice when such activity involves a duplication of the same service or advicepreviously obtained in connection with the same problem previously claimed for under the Plan;
- Court costs and/or filing fees, nor in any event will the FA Benefit Fund pay fines, penalties, or any amounts in which a covered member may be cast in judgment.

If you have any questions about the coverage, benefits, or exclusions, please contact the Fund Office: 631-732-6500 or 631-451-4323.