

CHICAGO FEDERATION OF MUSICIANS

EMPLOYERS WELFARE FUND

Summary Plan Description

Revised
November 2018

**CHICAGO FEDERATION OF MUSICIANS
EMPLOYERS WELFARE FUND**

656 West Randolph, Suite 2W
Chicago, Illinois 60661
Phone (312) 782-0063
Fax (312) 327-7016

Union Trustees

Terryl Jares
Leo Murphy

Employer Trustees

Dulcie Gilmore
Maury Collins

Fund Administrator

Nick Moran

To All Employee Participants:

The Board of Trustees is pleased to present the Eligibility Rules for the Chicago Federation of Musicians Welfare Fund. This revised version of the rules will bring you up to date on the eligibility requirements of the Plan. We recommend that, after this booklet is read, it should be kept in a safe place for future reference.

Every effort has been made to make the contents of these rules understandable. However, the Welfare Fund Office will be happy to assist you if there is something that you do not understand or if you need information about your individual eligibility for benefits.

For a description of your benefits, please review your HMO Plan Booklet or your POS Plan booklet, whichever is applicable to you. The booklet, along with these Eligibility Rules, constitute your Plan and Summary Plan Description.

Also, remember when you change your address, **please** contact the Fund Office immediately. By doing this, the Fund Office will be able to notify you of any change in the Plan. This is important for your continuing benefit coverage.

Sincerely yours,

BOARD OF TRUSTEES

For further information call or write:

Chicago Federation of Musicians
Employers Welfare Fund
656 West Randolph, Suite 2W
Chicago, Illinois 60661
Phone (312) 782-0063
Fax (312) 327-7016

BOARD OF TRUSTEES

UNION TRUSTEES

Terryl Jares
President
Chicago Federation of Musicians
Local No. 10-208, A. F. of M.

Leo Murphy
Vice President
Chicago Federation of Musicians
Local No. 10-208, A. F. of M.

EMPLOYER TRUSTEES

Dulcie Gilmore
Executive Director
Arie Crown Theater, retired

Maury Collins
General Manager
Shubert Organization, retired

FUND ADMINISTRATOR

Nick Moran

FUND COUNSEL

Asher, Gittler, and D'Alba Ltd.

CERTIFIED PUBLIC ACCOUNTANTS

Bansley and Kiener, L.L.P.

TRUSTEE AUTHORITY

The Board of Trustees has full authority to increase, reduce or eliminate benefits and to change the eligibility rules or other provisions of the Plan at any time. However, the Trustees intend that the Plan terms, including those relating to coverage and benefits, are legally enforceable and that the Plan is maintained for the exclusive benefit of the participants and beneficiaries.

Only the full Board of Trustees has authority to interpret the Plan described in this book. No employer or the union, nor any representative of any employer or the union, in such capacity, is authorized to interpret this Plan nor can any such person act as agent of the Trustees. If you wish any information regarding this Plan, such information must be communicated to you in writing signed on behalf of the Board of Trustees either by the Trustees or, if authorized, by the Trustees in writing, signed by the Fund Administrator.

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CHICAGO FEDERATION OF MUSICIANS EMPLOYERS
WELFARE FUND
ELIGIBILITY RULES FOR CLASS 1

SECTION 1 - GENERAL PROVISIONS

Class 1 employees shall consist of all employees for whom contributions are paid by an employer to the Chicago Federation of Musicians Welfare Fund ("Fund" or "Welfare Fund") pursuant to an agreement with Chicago Federation of Musicians, Local 10-208, A. F. of M. ("Local 10-208"), except for employees covered by the Class 2, Class 3 or Class 4 eligibility rules.

SECTION 2- ELIGIBILITY, PRESENTLY ELIGIBLE EMPLOYEES

You will continue to remain eligible until you fail to meet the requirements set forth in Section 4.

SECTION 3 - ELIGIBILITY, NEW EMPLOYEES

If you are a new employee who starts performing work for which an employer is obligated to make contributions for four weeks or more to the C.F.M.E.W. Fund, you will become eligible for benefits on your first day of the calendar month following your first day of employment.

Your effective date for benefit coverage may be delayed if your HMO or POS application is received in the Fund Office after the 10th of the month. In this case, benefit coverage will be extended upon termination for the same period of time in which benefit coverage was delayed due to late filing of the application with the HMO - or POS, up to a maximum of three months.

A "week of employment" for a musician shall mean:

- (A) Employment in a room in which musicians are employed on five or more days in a seven-consecutive-day period (week),
- (B) Employment which consists of work by that musician for five days in the week, and
- (C) Employment during which the musician was compensated for at least the minimum number of hours specified in the contract between the employer and Local 10-208.

In no event will you be credited with more than one week of employment for work performed in any seven consecutive day period.

Payments must be received in the Fund Office by the 10th day of any month in which coverage is provided.

SECTION 4 - CONTINUED ELIGIBILITY AND TERMINATION OF ELIGIBILITY

If you meet the eligibility requirements of Section 3, you will be eligible for one calendar month of coverage. Eligibility for coverage will continue from month to month as long as contributions for at least four weeks of employment are made on your behalf by a contributing employer for each month.

Your eligibility for benefits will terminate at the end of the month in which at least four weeks of contributions are not paid on your behalf.

Please see page 11 for Special Continuation - Self-Contribution.

ELIGIBILITY RULES FOR CLASS 2

SECTION 1 - GENERAL PROVISIONS

Class 2 employees shall consist of all employees who are theater musicians playing a guaranteed engagement of four weeks or more.

SECTION 2 - ELIGIBILITY, PRESENTLY ELIGIBLE EMPLOYEES

You will continue to remain eligible until you fail to meet the requirements set forth in Section 4.

SECTION 3- ELIGIBILITY, NEW EMPLOYEES

If you are not yet eligible or are a new employee who starts performing work for which contributions are paid to the Fund, you will become eligible for benefits on the first day of the month following the date of your employment for which your employer contributes to the Fund on your behalf pursuant to a written collective bargaining agreement with Local 10-208.

Your effective date for benefit coverage may be delayed if the H. M. O. or POS application is received in the Fund Office after the 10th of the month. In this case, benefit coverage will be extended upon termination for the same period of time in which benefit coverage was delayed due to filing of the application with the H. M. O. or POS, up to a maximum of three months.

SECTION 4 - CONTINUED ELIGIBILITY AND TERMINATION OF ELIGIBILITY

After you become eligible for benefits, your coverage will continue if your employer continues to pay contributions to the Fund on your behalf pursuant to a collective bargaining agreement with Local 10-208.

Coverage for a Class 2 employee will terminate when the employer contributions are no longer obligated to be paid.

If your effective date for benefit coverage was delayed due to late filing of the HMO or POS application, benefit coverage will be extended for the same period of time in which benefit coverage was delayed.

Please see page 11 for Special Continuation - Self Contribution.

SECTION 5 – OPTION B

If you are an employee who starts performing work for which contributions are paid to the fund, but choose to waive healthcare coverage you will be eligible to elect a stand-alone dental and vision policy, if such policy is currently offered by the Fund. You will attain eligibility after your number of weeks of employer of contributions offset the current annual premium.

SECTION 6 – DUAL CONTRIBUTIONS

If you and your spouse or eligible domestic partner both are active employees working for an employer contributing to the Fund on your behalf, the earned employer contributions may be combined for the purpose of obtaining single or family coverage.

However, only one member can be considered the covered participant; the other person is considered a dependent. You have the option to designate who will be considered the covered participant. This decision does not have to be based on who has the greater amount of employer contributions.

ELIGIBILITY RULES FOR CLASS 3

SECTION 1 - GENERAL PROVISIONS

Class 3 employees shall consist of all employees of Local 10-208 for whom contributions are obligated to be paid to the C.F.M.E.W. Fund pursuant to a written agreement between the Union and the Fund, except for employees covered by another class, and employees of the Welfare Fund to the extent permitted by the Trustees.

SECTION 2 - ELIGIBILITY, PRESENTLY ELIGIBLE MEMBERS

You will continue to remain eligible until you fail to meet the requirements as set forth in the Termination provisions of these Rules.

SECTION 3 - ELIGIBILITY, NEW EMPLOYEES

If you are not yet eligible or a new employee who started performing work for which contributions are paid to the Trust Fund, you will become eligible for benefits on the first day of the month immediately following 90 days of employment. "Day of employment" shall mean each calendar day provided the employee remains on the payroll of the Union.

A new employee of the Welfare Fund will become eligible on the date established by the Trustees.

SECTION 4 - CONTINUED ELIGIBILITY AND TERMINATION OF ELIGIBILITY

If you meet the eligibility requirements of Section 3, you will be eligible for one month of coverage. Eligibility for coverage will continue from month to month as long as contributions in the required amount are paid on your behalf by Local 10-208.

Your eligibility will terminate on the last day of the month immediately following your date of termination of employment with Local 10-208, or the Welfare Fund, whichever is applicable. Please see page 10 for Special Continuation - Self Contribution.

ELIGIBILITY RULES FOR CLASS 4

SECTION 1 - GENERAL PROVISIONS

Class 4 Employees shall consist of members in good standing of the Chicago Federation of Musicians who meet the eligibility requirements and who have not yet reached age 65.

SECTION 2 - ELIGIBILITY, PRESENTLY ELIGIBLE EMPLOYEES

You will continue to remain eligible until you fail to meet the requirements set forth in Section 3.

SECTION 3 - ELIGIBILITY, NEW EMPLOYEES

You must be a member in good standing who has had \$3,000.00 of reported income as a musician in the previous or present calendar year **or** a member in good standing who is vested in the A.F.M. & E.P. Fund (Proof of vesting must be provided by the member) and have not yet reached age 65.

SECTION 4 - SELF - CONTRIBUTION PAYMENT

Self-contribution payments must be received in full by the Fund Office by the 15th day of the month preceding the beginning of the month for which self-contributions are due. Self-contribution coverage must be continuous; an employee cannot start self-contributing, skip a month, and then seek to self-contribute again. If self-contribution rights terminate, an employee cannot again become eligible until the first re-enrollment period (as described on page 13) occurring twelve months after the self-contribution rights terminate.

SECTION 5 - CONTINUED ELIGIBILITY AND TERMINATION OF ELIGIBILITY

After you become eligible for benefits, your coverage will continue until you cease making self-contributions or reach age 65.

SECTION 6 - DENTAL AND VISION

Members in good standing who have had \$3,000.00 of reported income as a musician in the previous or present year **or** a member in good standing who is vested in the A.F.M. & E.P. Fund will be eligible to, regardless of age, elect a stand-alone dental and vision policy, if such policy is currently offered by the Fund.

ELIGIBILITY RULES FOR DEPENDENTS
CLASS 1, 2, 3, 4

Your eligible dependents are defined in the HMO and POS Certificate of Coverage which you have selected. Generally, an eligible dependent is an employee's spouse or unmarried child under age 26. A covered dependent child who becomes an employee eligible for other group coverage through employment is no longer eligible as a dependent for coverage under the Plan.

Eligible Dependents are:

1. Legally recognized spouse (including a spouse under the Illinois Religious Freedom Protection and Civil Union Act)
2. Unmarried natural born children, step-child, legally adopted child, child place for adoption, regardless of whether a final order granting adoption is ultimately issued, or any child for which the employee is a court appointed legal guardian, whose age is less than the limiting age;
3. Unmarried child whose age is less than the limiting age and for whom the employee has received a qualified medical child support order or a national medical support order to provide coverage.

In certain cases, physically handicapped or intellectually disabled children may continue to be considered an eligible dependent after the time a dependent would ordinarily lose status as a dependent under the Plan. You must furnish proof of such incapacity within 31 days after the child's attainment of the maximum age. For more information, please see your HMO or POS certificate of coverage.

Coverage for your dependents becomes effective at the same time you become eligible provided the self-contributions are made for dependent coverage. If you acquire a dependent while eligible, coverage for that dependent begins immediately, provided you enroll the dependent within 31 days of the date you acquire a new spouse or child who qualifies as an eligible dependent and make the required self-contribution for dependent coverage.

CURRENTLY ELIGIBLE EMPLOYEES

The re-enrollment period will occur no more frequently than once every twelve months and will be the period beginning December 1 and continue through December 31 of each year.

NEW EMPLOYEES

The enrollment period for dependents of new employees who meet the eligibility rules begins the same time the employee becomes eligible, provided the self-contribution is made to the Fund for dependent coverage, and you enroll the dependent within 31 days of the date he becomes eligible for benefits.

A DEPENDENT'S ELIGIBILITY FOR BENEFITS WILL TERMINATE THE EARLIEST OF:

- A. The date the spouse or child no longer meets the definition of dependent described in your HMO or POS member certificate; or
- B. The date your eligibility terminates; or
- C. The date the dependent enters the military service; or
- D. The first day of the month, if the self-payment is not received by the due date, dependent eligibility is immediately terminated and may not be resumed until the next re-enrollment period.

Self-contributions for dependent coverage must be received in full by the Fund Office by the 15th day of the month preceding the beginning of the month for which said self-contributions are due. Self-contributions received after the deadline will not be accepted and dependent eligibility for benefits will terminate as of the first day of the month for which contributions were due.

Self-contributions must be made for consecutive months so that there is no break in dependents' eligibility and dependents' eligibility remains continuous. In the event that your dependents' eligibility for benefits terminates because you failed to make the required dependent self-contribution, you will lose the right to make future dependent self-contributions until the re-enrollment period. If you are terminated and return to covered employment and subsequently reinstate your eligibility, you may again add dependent coverage according to the Eligibility, New Employee provision of the Plan.

The self-contribution rates are subject to change annually at the rate determined by the Trustees.

SPECIAL ENROLLMENT

An employee or dependent who was previously eligible for coverage and had waived coverage may be eligible for the "Special Enrollment Provisions." If an employee or dependent declined enrollment at the time of initial eligibility because he: (1) was covered under another group plan or health insurance coverage at the time of eligibility and coverage terminated as a result of termination of employment or eligibility, a reduction in number of hours of employment, divorce, legal separation or death of a spouse, or termination of the participating employer's contribution for coverage; or (2) had continuation coverage under another plan at the time of eligibility and such coverage has since been exhausted; and (3) at the time of initial enrollment the employee or dependent indicated that coverage under another group plan was the reason for declining enrollment.

In order to be eligible for special enrollment, the employee or dependent must apply for eligibility within 30 days after termination of coverage under the other group plan or other health insurance coverage or continuation coverage. The eligibility for employee or dependent who has qualified for special enrollment provision will be the first day of the first calendar month following the date a completed application has been received by the Fund.

SPECIAL CONTINUATION - SELF-CONTRIBUTION
RIGHTS TO CONTINUE MEDICAL COVERAGE

This notice is intended to inform you, of your rights and obligations to continuation coverage provisions. (Both you and your spouse should take the time to read this notice carefully.) If you choose continuation coverage, you must pay the Welfare Fund for it each month.

- A. PARTICIPANT.** If you have been employed by an employer who is paying contributions for you to the Fund, and if you have met the eligibility requirements for coverage, you have a right to choose this continuation coverage if you lose your group health coverage from the Fund because of a reduction in hours of employment or termination or your employment (for reasons other than gross misconduct on your part).
- B. SPOUSE OF A PARTICIPANT.** If you are the spouse of an eligible employee covered by the Fund, you have the right to choose continuation coverage for yourself if you lose group health coverage under the Fund for any of the following three reasons:
1. The death of your spouse;
 2. A termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment;
 3. Divorce from your spouse.
- C. DEPENDENT CHILD.** In the case of an eligible dependent child of an employee covered by the Fund, he or she has the right to continuation coverage of group health coverage under this Fund is lost for any of the following four reasons:
1. The death of a parent;
 2. The termination of a parent's eligibility for plan benefits because of termination of employment (for reasons other than gross misconduct) or reduction of hours of employment with an employer contributing to the Fund for such parent;
 3. Parents' divorce;
 4. The dependent ceases to be an eligible "dependent child."
- D. MAXIMUM COVERAGE PERIOD.** A participant and his dependents are eligible to make self-payments for coverage for up to 18 months if coverage terminates due to the participant's reduction in hours or termination of employment (for reasons other than gross misconduct by the participant). Dependents can elect to make self-payments for coverage up to 36 months after coverage terminates if their coverage terminates due to the participant's divorce or legal separation from his spouse, a child's failure to meet the definition of a dependent or the participant's death. Also, if the participant or dependent is disabled (as defined by the Social Security Administration) on the date the participant loses coverage as a result in the reduction hours or a termination of employment, or if the participant or dependent becomes so disabled within 60 days after the 18 month period starts, the maximum coverage period will be 29 months for all members of the participant's family who are covered under the Plan on the day before the qualifying event. The Fund office must be notified within 60 days of such a determination by the Social Security Administration and within the initial 18 month period, and within 30 days of the date Social Security determines that the person is no longer disabled.
- E. REQUIRED NOTICE TO FUND.** The employee or family member has the responsibility to inform the Fund Office of a divorce or a child losing dependent status or an individual ceasing to be a Domestic Partner under the Fund within 60 days of the event. An employer making contributions on behalf of an employee has a responsibility to notify the Fund Office of the employee's death,

termination of employment or reduction in hours. However, you should also give notice of any such event.

If you choose continuation coverage, the Fund is required to give you medical care coverage which is identical to the coverage provided under the Plan to similarly situated employees or family members at that time.

You will be afforded the opportunity to maintain continuation coverage for 36 months.

F. TERMINATION OF CONTINUATION RIGHTS. Your continuation coverage may be cut short for any of the following four reasons:

1. The Fund no longer provides group health coverage;
2. The self-contribution for your continuation coverage is not paid within the time required;
3. You become covered under another group health plan as an employee or dependent after your election of continuation coverage (This rule will not apply if the employee or dependent has a pre-existing medical condition that would cause benefits to be excluded or limited under the other plan.);
4. You become eligible for Medicare after your election of continuation coverage.

You do not have to show that you are insurable to choose continuation coverage, however, you will have to pay the self-contribution for your continuation coverage. At the end of the 18 or 36-month continuation coverage period, you may enroll in an individual conversion health plan provided by your HMO or POS Plan.

Additionally, if you changed marital status, or you or your spouse has changed addresses, you must notify the Fund Office.

SELF - CONTRIBUTION INFORMATION

PAYMENT DATE. The person electing continuation coverage has 45 days after the date of the mailing postmark on the signed election form to make his initial payment. He will not be considered eligible until the on-time payment is received. Self-contributions must be made monthly. After the initial self-contribution, each subsequent monthly self-contribution is due by the first day of the benefit month for which the self-payment is made. A self-payment will be considered on-time if it is received by the Fund within thirty (30) days of the due date.

When the Fund Office has been notified of any event which gives you or your dependent the right to self-contribute, the Fund will send a written "Notice of Termination of Eligibility and of Rights to Self-Contribute for Continued Coverage" enclosing a selection of coverage form. The completed selection form must be received by the Fund Office within **60 days** from the date of the notice, or **60 days** after coverage would terminate, whichever is later.

LOSS OF SELF - CONTRIBUTION RIGHTS. If the selection form is not returned on time, the right to self-contribute is lost. If a self-contribution is not received by the Fund Office within the allowable grace period, the right to self-contribute is lost. Self-contribution coverage must be continuous; a participant or dependent cannot start self-contributing, skip a month, and then seek to self-contribute again. Once any payment is late, self-contribution rights terminate.

COVERAGES AVAILABLE. For participants, dependents and spouses who desire to self-contribute, medical coverage must be continued.

IMPORTANT INFORMATION ABOUT THE WELFARE FUND

The following information is provided to help you identify this Fund and the people who are involved in its operation as required under the Employee Retirement Income Security Act (ERISA).

- A. NAME OF PLAN.** This Fund is known as the Chicago Federation of Musicians Employers Welfare Fund.
- B. BOARD OF TRUSTEES.** A Board of Trustees is responsible for the operation of this Fund. The Board of Trustees consists of an equal number of employer and union representatives, selected by the employers and the union who have entered into collective bargaining agreements which relate to this Fund. If you wish to contact the Board of Trustees, you may use the following address and telephone number.

Board of Trustees Chicago Federation
of Musicians Employers Welfare Fund
656 West Randolph, Suite 2W
Chicago, Illinois 60661
Phone (312) 782-0063
Fax (312)782-7880

UNION TRUSTEES

Terryl Jares
President
Chicago Federation of Musicians
Local No. 10-208, A. F. of M.

Leo Murphy
Vice President
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EMPLOYER TRUSTEES

Dulcie Gilmore
Executive Director
Arie Crown Theater, retired

Maury Collins
General Manager
Shubert Organization, retired

- C. PLAN SPONSOR AND ADMINISTRATOR.** The Board of Trustees is both the Plan Sponsor and Plan Administrator.
- D. IDENTIFICATION NUMBERS.** The number assigned to this Plan by the Board of Trustees pursuant to instructions of the Internal Revenue Service is 501. The number assigned to the Board of Trustees by the Internal Revenue Service is 36-2522545.
- E. AGENT FOR SERVICE OF LEGAL PROCESS.** Terryl Jares is the Plan's agent for service of legal process. Accordingly, if legal disputes involving the Plan arise, any legal documents should be served upon Terryl Jares at the Welfare Fund Office or upon any individual Trustee.
- F. SOURCE OF CONTRIBUTIONS.** The eligibility rules described in this booklet and the HMO's or POS's Schedule of benefits described in the applicable certificate of Coverage are provided through employer contributions in accordance with their collective bargaining agreement with the Chicago Federation of Musicians Local 10-208. The Fund Office will provide you, upon written request, with information as to whether a particular employer is contributing to this Fund on behalf of participants working under collective bargaining agreements. The collective bargaining agreements require contributions to the Fund at a fixed rate per week. Under certain circumstances, the Plan also provides for an employee who meets the requirements of Class IV, and for an employee whose eligibility is about to terminate, to continue coverage by making self-payments directly to the Fund.

- G. IDENTIFICATION OF HEALTH INSURANCE CARRIER.** All benefits in 2017 are provided by Humana Select, Humana/ChoiceCare Network POS, Humana Dental and VSP Direct Vision.
- H. TRUST FUND.** All assets are held in trust by the Board of Trustees for the purpose of providing benefits to covered participants and defraying reasonable administrative expenses (e.g., premium payments to health insurance carriers, staff salaries, accounting and legal fees, investment management fees and office space). The Fund's assets are invested by the Board of Trustees.
- I. PLAN YEAR.** The records of the Plan are kept separately for each Plan Year. The Plan Year begins on October 1 and ends on September 30.
- J. TYPE OF PLAN.** This Plan is maintained for the purpose of providing medical benefits in the event of accident or illness for eligible employees in accordance with the Eligibility Rules described in this booklet and the HMO or POS's schedule of benefits described in the applicable certificate of coverage. Detailed schedules of benefits are available without cost to any participant or beneficiary who so requests.
- K. ELIGIBILITY.** The Plan's requirements with respect to eligibility as well as circumstances that may result in disqualification, ineligibility, or denial or loss of any benefits are fully described in the eligibility rules.

CLAIM REVIEW PROCEDURE

If you are denied benefits, you may request your HMO or POS to review the denial through the grievance procedures. The HMO or POS have established these procedures for hearing and resolving grievances and complaints of members.

Generally, you will be notified by the Fund within 30 days if your eligibility has been denied. You may request a review of such a denial, or a denial of other matters related to the Plan except for denied benefits. If you have questions about your eligibility or other matters related to the Plan, you may request a review of the denial by writing to the Board of Trustees at the following address:

Chicago Federation of Musicians
Employers Welfare Fund
656 West Randolph, Suite 2W
Chicago, Illinois 60661

If your eligibility is denied, you will be sent a written notice giving you the reasons for the denial. The notice will include a reference to the Plan provisions on which the denial was based and a description of the claim appeal procedure. If applicable, it will give a description of any additional material or information necessary for you to perfect the claim, and the reason such information is necessary. The notice will provide the applicable time limits for following the procedures, including a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act following the denial of an appeal. A written request for a review must be made within 180 days after the date the denial was mailed to you. You should provide a written statement which includes all facts and circumstances which you feel appropriate to your review. This written statement should include, if possible, any pertinent documents.

You can authorize someone else to file your request and otherwise act for you. You and/or your representative can review materials in the Plan's files that are related to your claim. You and/or your representative can submit written issues and comments to support your request for review. You are responsible for any costs or expenses you may incur.

The Trustees will conduct a full and fair review of all the material submitted with your claim, the action taken by the Plan office, the additional information you have provided, and the reasons you believe the claim should be paid. The review will be conducted by an appropriate named fiduciary who is neither the party who made the initial adverse determination, nor the subordinate of such party. It will not afford deference to the initial adverse benefit determination, and will take into account all comments, documents, records and other information submitted by you, without regard to whether such information was previously submitted or relied upon in the initial determination.

The Trustees will make their decision in writing within 60 days after receiving your request for a review, unless special circumstances require an extension of time, in which case a decision will be made as soon as possible, but not later than 120 days after the request for review. The decision of the Board of Trustees shall include the specific reasons for their decision with specific references to the pertinent Plan provisions on which the decision is based. The decision will also contain a statement explaining to you that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim and a statement of your right to bring an action under Section 502(a) of the Employee Retirement Income Security Act.

ACTION OF TRUSTEES

The Trustees shall, subject to the requirements of the law, be the sole judges of the standard of proof required in any case and the application and interpretation of this Plan, and decisions of the Trustees shall be final and binding. Eligibility under the Plan will be granted only when the Board of Trustees or persons delegated by them decide, in their sole discretion, that the participant or beneficiary is eligible for benefits.

All questions or controversies of whatsoever character arising in any manner or between any parties or persons in connection with this Plan or its operation, as to the construction of the language of this Plan or any rules and regulations adopted by the Trustees, or as to any writing, decision, instrument or account in connection with the operation of the Plan or otherwise, shall be submitted to the Board of Trustees for decision. In the event an eligibility application has been denied, no lawsuit or other action against the Fund or its Trustees may be filed until the matter has been submitted for review under the ERISA-mandated review procedure. The decision on review shall be binding upon all persons dealing with the Plan or claiming any benefit hereunder, except to the extent that such decision may be determined to be arbitrary or capricious by a court or arbitrator having jurisdiction over such matter.

STATEMENT OF ERISA RIGHTS

EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

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

- (A) examine, without charge, at the Plan Administrator's office and at other specified locations, all Plan documents, including Health Maintenance Organization contracts, collective bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.
- (B) obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The administrator may make a reasonable charge for the copies.
- (C) receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Employee Benefits Plan. The people who operate your Plan, called "fiduciaries," have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan reviewed and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent for reasons beyond the control of the Administrator.

If you have a claim for benefits for which is denied or ignored in whole or in part, you may file suit in a state or federal court. If you believe that Plan fiduciaries misuse the Plan's money, or if you believe you were discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. The court may order the person you have sued to pay these costs and fees or the court may order you to pay these costs and fees.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest area office of the Area Office of the Employee Benefit Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefit Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under the Employee Retirement Income Security Act by calling the publications hotline of the Employee Benefit Security Administration. You may also find answers to your questions and a list of EBSA Field Offices at the website of the EBSA at www.dol.gov/ebsa.

NOTICE OF PRIVACY PRACTICES

The Chicago Federation of Musicians Employers Welfare Fund exists for one purpose: to provide health and welfare benefits to participants in the Fund and to their eligible dependents. In the course of providing such benefits, the Fund may receive and maintain information that constitutes "protective health information" (PHI) as defined in Federal privacy rules. This Notice describes the Fund's policies that protect you from the unnecessary disclosure of your health information and give you certain rights regarding your health information.

Generally, the PHI received and maintained by the Fund concerns participant eligibility. Medical information, claims and similar information is generally not received by the Fund and is maintained by the appropriate health insurance carrier. Nevertheless, to the extent the Fund possesses PHI, the following rules will apply. In this Notice, you means any person whose health information is received by the Fund. Privacy rights can be exercised either by you or your personal representative. For a minor child, the parent is the personal representative.

In this Notice, "you" means any person whose health information is received by the Fund. This Notice applies to you whether you are the Plan participant or an eligible dependent. Privacy rights can be exercised either by you or your Personal Representative (defined on page 97). For a minor child, the parent is the Personal Representative.

Contact Person

The Fund has designated Nick Moran as its HIPAA Privacy Officer. He is the contact person for all issues regarding patient privacy and your privacy rights. You may contact this person at Chicago Federation of Musicians, 656 West Randolph, Suite 2W, Chicago, Illinois 60661-2121, (312) 782-0063. This Notice is effective as of January 1, 2017.

OUR OBLIGATIONS:

We are required by law to:

1. Maintain the privacy of protected health information
2. Give you this notice of our legal duties and privacy practices regarding health information about you
3. Follow the terms of our notice that is currently in effect

HOW WE MAY USE AND DISCLOSE HEALTH INFORMATION:

The following describes the ways we may use and disclose health information that identifies you ("Health Information"). Except for the purposes described below, we will use and disclose Health Information only with your written permission. You may revoke such permission at any time by writing to Nick Moran, who has been designated by the Fund as the HIPAA Privacy Officer.

Day to Day Operations of the Fund. We can use and disclose your information to run our organization and contact you when necessary. We are not allowed to use genetic information to decide whether we will give you coverage and the price of that coverage.

For Payment. We may use and disclose Health Information so that we or others may bill and receive payment from you, an insurance company or a third party for the treatment and services you received.

For example, we may give your health plan information about you so that they will pay for your treatment.

Individuals Involved in Your Care or Payment for Your Care. When appropriate, we may share Health Information with a person who is involved in your medical care or payment for your care, such as your family or a close friend. We also may notify your family about your location or general condition or disclose such information to an entity assisting in a disaster relief effort.

SPECIAL SITUATIONS:

As Required by Law. We will disclose Health Information when required to do so by international, federal, state or local law.

To Avert a Serious Threat to Health or Safety. We may use and disclose Health Information when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Disclosures, however, will be made only to someone who may be able to help research or prevent the threat.

Business Associates. We may disclose Health Information to our business associates that perform functions on our behalf or provide us with services if the information is necessary for such functions or services. For example, we may use another company to perform billing services on our behalf. All of our business associates are obligated to protect the privacy of your information and are not allowed to use or disclose any information other than as specified in our contract.

Organ and Tissue Donation. If you are an organ donor, we may use or release Health Information to organizations that handle organ procurement or other entities engaged in procurement, banking or transportation of organs, eyes or tissues to facilitate organ, eye or tissue donation and transplantation.

Military and Veterans. If you are a member of the armed forces, we may release Health Information as required by military command authorities. We also may release Health Information to the appropriate foreign military authority if you are a member of a foreign military.

Compensation. We may release Health Information for workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.

Public Health Risks. We may disclose Health Information for public health activities. These activities generally include disclosures to prevent or control disease, injury or disability; report births and deaths; report child abuse or neglect; report reactions to medications or problems with products; notify people of recalls of products they may be using; a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition; and the appropriate government authority if we believe a patient has been the victim of abuse, neglect or domestic violence. We will only make this disclosure if you agree or when required or authorized by law.

Oversight Activities. We may disclose Health Information to a health oversight agency for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.

Lawsuits and Disputes. If you are involved in a lawsuit or a dispute, we may disclose Health Information in response to a court or administrative order. We also may disclose Health Information in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if

efforts have been made to tell you about the request or to obtain an order protecting the information requested.

Law Enforcement. We may release Health Information if asked by a law enforcement official if the information is: (1) in response to a court order, subpoena, warrant, summons or similar process; (2) limited information to identify or locate a suspect, fugitive, material witness, or missing person; (3) about the victim of a crime even if, under certain very limited circumstances, we are unable to obtain the person's agreement; (4) about a death we believe may be the result of criminal conduct; (5) about criminal conduct on our premises; and (6) in an emergency to report a crime, the location of the crime or victims, or the identity, description or location of the person who committed the crime.

Coroners, Medical Examiners and Funeral Directors. We may release Health Information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. We also may release Health Information to funeral directors as necessary for their duties.

National Security and Intelligence Activities. We may release Health Information to authorized federal officials for intelligence, counter-intelligence, and other national security activities authorized by law.

USES AND DISCLOSURES THAT REQUIRE US TO GIVE YOU AN OPPORTUNITY TO OBJECT AND OPT OUT

Individuals Involved in Your Care or Payment for Your Care. Unless you object, we may disclose to a member of your family, a relative, a close friend or any other person you identify, your Protected Health Information that directly relates to that person's involvement in your health care. If you are unable to agree or object to such a disclosure, we may disclose such information as necessary if we determine that it is in your best interest based on our professional judgment.

Disaster Relief. We may disclose your Protected Health Information to disaster relief organizations that seek your Protected Health Information to coordinate your care, or notify family and friends of your location or condition in a disaster. We will provide you with an opportunity to agree or object to such a disclosure whenever we practically can do so.

YOUR WRITTEN AUTHORIZATION IS REQUIRED FOR OTHER USES AND DISCLOSURES

The following uses and disclosures of your Protected Health Information will be made only with your written authorization:

1. Uses and disclosures of Protected Health Information for marketing purposes; and
2. Disclosures that constitute a sale of your Protected Health Information

Other uses and disclosures of Protected Health Information not covered by this Notice or the laws that apply to us will be made only with your written authorization. If you do give us an authorization, you may revoke it at any time by submitting a written revocation to our Privacy Officer and we will no longer disclose Protected Health Information under the authorization. But disclosure that we made in reliance on your authorization before you revoked it will not be affected by the revocation.

YOUR RIGHTS:

You have the following rights regarding Health Information we have about you:

Right to Inspect and Copy. You have a right to inspect and copy Health Information that may be used to make decisions about your care or payment for your care. This includes medical and billing records, other than psychotherapy notes. To inspect and copy this Health Information, you must make your request, in writing, to HIPAA Privacy Officer at Chicago Federation of Musicians Employers Welfare Fund, 656 West Randolph, Suite 2W, Chicago, IL 60661. We have up to 30 days to make your Protected Health Information available to you and we may charge you a reasonable fee for the costs of copying, mailing or other supplies associated with your request. We may not charge you a fee if you need the information for a claim for benefits under the Social Security Act or any other state or federal needs-based benefit program. We may deny your request in certain limited circumstances. If we do deny your request, you have the right to have the denial reviewed by a licensed healthcare professional who was not directly involved in the denial of your request, and we will comply with the outcome of the review.

Right to Receive a Copy of Your Health Records. We will provide a summary of your health and claims records. We may charge you a reasonable, cost-based fee for the labor associated with transmitting the electronic medical record.

Right to Receive Notice of a Breach. You have the right to be notified upon a breach of any of your unsecured Protected Health Information.

Right to Amend. If you feel that Health Information we have is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for our office. To request an amendment, you must make your request, in writing, to: HIPAA Privacy Officer at Chicago Federation of Musicians Employers Welfare Fund, 656 West Randolph, Suite 2W, Chicago, IL 60661.

Right to an Accounting of Disclosures. You have the right to request a list of certain disclosures we made of Health Information for purposes other than treatment, payment and health care operations or for which you provided written authorization. To request an accounting of disclosures, you must make your request, in writing, to: HIPAA Privacy Officer at Chicago Federation of Musicians Employers Welfare Fund, 656 West Randolph, Suite 2W, Chicago, IL 60661.

Right to Request Restrictions. You have the right to request a restriction or limitation on the Health Information we use or disclose for treatment, payment, or health care operations. You also have the right to request a limit on the Health Information we disclose to someone involved in your care or the payment for your care, like a family member or friend. For example, you could ask that we not share information about a particular diagnosis or treatment with your spouse. To request a restriction, you must make your request, in writing, to: HIPAA Privacy Officer at Chicago Federation of Musicians Employers Welfare Fund, 656 West Randolph, Suite 2W, Chicago, IL 60661. We are not required to agree to your request unless you are asking us to restrict the use and disclosure of your Protected Health Information to a health plan for payment or health care operation purposes and such information you wish to restrict pertains solely to a health care item or service for which you have paid us "out-of-pocket" in full. If we agree, we will comply with your request unless the information is needed to provide you with emergency treatment.

Right to Request Confidential Communications. You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we

only contact you by mail or at work. To request confidential communications, you must make your request, in writing, to: HIPAA Privacy Officer at Chicago Federation of Musicians Employers Welfare Fund, 656 West Randolph, Suite 2W, Chicago, IL 60661. Your request must specify how or where you wish to be contacted. We will accommodate reasonable requests.

Right to a Paper Copy of This Notice. You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice. To obtain a paper copy of this notice, contact HIPAA Privacy Officer at Chicago Federation of Musicians Employers Welfare Fund, 656 West Randolph, Suite 2W, Chicago, IL 60661.

Right to Choose Someone to Act for You. You have the right to choose someone to act for you as a medical power of attorney, legal guardian or for another limited purpose, that person can exercise your rights and make choices about your health information. We will make sure that person has the authority to act for you before we take any action.

CHANGES TO THIS NOTICE:

We reserve the right to change this notice and make the new notice apply to Health Information we already have as well as any information we receive in the future. We will post a copy of our current notice at our office. The notice will contain the effective date on the first page, in the top right-hand corner.

COMPLAINTS:

If you believe your privacy rights have been violated, you may file a complaint with our office or with the Secretary of the Department of Health and Human Services. The Fund has designated Nick Moran as the HIPAA Privacy Officer. He is your contact person for all issues regarding patient privacy and your privacy rights.

To file a complaint with our office, contact HIPAA Privacy Officer at Chicago Federation of Musicians Employers Welfare Fund, 656 West Randolph, Suite 2W, Chicago, IL 60661. All complaints must be made in writing. You will not be penalized for filing a complaint.