



# **NYSNA** child care and elder care **fund**

PLAN DOCUMENT & SUMMARY PLAN DESCRIPTION



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John J. Barrett , Plan Administrator  
c/o New York State Nurses Association  
155 Washington Avenue  
Albany, New York 12210  
(518) 782-9400



**NEW YORK STATE NURSES ASSOCIATION  
CHILD CARE AND ELDER CARE FUND**

*Plan Document and Summary Plan Description*

**Effective September 1, 2016**

**NEW YORK STATE NURSES ASSOCIATION  
CHILD CARE AND ELDER CARE FUND**

***Plan Directory***

**Trustees**

Lindella Artman, RN  
Nancy D'Leema, RN  
Cecilia Jordan, RN  
Lilia V. Marquez, RN  
Mary Simon, RN

**Plan Administrator**

John J. Barrett  
c/o New York State Nurses Association  
155 Washington Avenue  
Albany, New York 12210  
(518) 782-9400

**Plan Claims Administrator**

(Main/Corporate Address)  
Administrative Services Only, Inc. (ASO)  
303 Merrick Road  
Lynbrook, New York 11563  
1-800-537-1238

**Plan Counsel**

Lisa M. Gomez, Esq.  
Cohen, Weiss and Simon LLP  
330 West 42 Street  
New York, New York 10036

**To obtain a claim form or check on the status of a claim, contact:  
ADMINISTRATIVE SERVICES ONLY, INC.  
Toll Free: 1-800-537-1238  
[www.ASONet.com](http://www.ASONet.com)  
Refer to Department 221**

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## **I. INTRODUCTION**

This is the Plan Document and Summary Plan Description (together referred to as “SPD”) which describes the benefits available to you through the NYSNA Child Care and Elder Care Fund (“the Fund” or “the Plan”). The Plan is an employee benefit trust fund, financed by contributions fixed by Collective Bargaining or other written agreements, and administered by a Board of Trustees designated by the New York State Nurses Association (“NYSNA”) pursuant to an Agreement and Declaration of Trust (“Trust Agreement”) which may be amended from time to time. The Trust Agreement gives the Board of Trustees authority and discretion to determine benefits, and the Trustees have accordingly adopted the Plan of benefits described in this SPD. The Trustees may, in their discretion, revise, discontinue, improve, reduce, modify or make changes in the Plan, the types and amounts of benefits provided, the coverage and eligibility provisions, conditions and rules, at any time. Any question of interpretation, construction, application or enforcement of the terms of the Plan and this SPD, and all determinations on benefit claims and appeals, are subject to the discretion of the Board of Trustees, whose determinations are final and binding.

The Plan is currently funded by the New York City Health + Hospitals and the City of New York. The Plan receives its funds pursuant to the terms of the contracts negotiated by the New York State Nurses Association on your behalf. The contracts require your employer to make contributions to the Fund.

This SPD describes the benefits, eligibility guidelines, rules and regulations and the procedures to follow to obtain benefits and information. We urge you to read this document carefully, and keep it handy for future reference.

The Board of Trustees is appointed by the New York State Nurses Association and serves without compensation. Trustees are responsible for insuring that plan operations, expenditures and reserves are consistent with the requirements of the City’s Directive 12 and other applicable law and regulation.

While the Trustees expect the Plan to continue, they reserve the right to change or discontinue the Plan and/or these benefits, in whole or in part, at any time and for any reason.

Information herein describes plan benefits and the procedures to be followed to insure prompt and efficient handling of your claims. Should you desire additional information or have any questions, please contact the Plan’s claims administrator, Administrative Services Only, Inc. or feel free to contact me.

Cordially,



John J. Barrett  
Plan Administrator

## **II. GENERAL INFORMATION**

Name of Plan: NYSNA Child Care and Elder Care Fund

Plan Sponsor: Board of Trustees, NYSNA Child Care and Elder Care Fund

Employer Identification No.: 30-0893649

Named Fiduciaries/Trustees: Lindella Artman, RN  
Nancy D'Leema, RN  
Lilia V. Marquez, RN  
Cecilia Jordan, RN  
Mary Simon, RN

Plan Administrator: John J. Barrett  
c/o New York State Nurses Association  
155 Washington Avenue  
Albany, New York 12210  
(518) 782-9400  
  
NYSNA (New York City Office)  
131 West 33rd Street, 4th Floor  
New York, New York 10001  
(888) 551-3112 (toll-free)

Claims Administrator: Administrative Services Only, Inc.  
Department 221  
P.O. Box 9005  
Lynbrook, New York 11563  
Phone (800) 537-1238  
Fax (855) 255-0904

Type of Plan: Welfare Plan

Nature of Administration: The Plan is administered by a third party.

Source of Contributions to the Plan:

The Plan is funded by contributions paid by Contributing Employers of Eligible Employees who are participants in the Plan.

Effective Date:

The Trust was established as of December 21, 2015. Benefits are effective as of September 1, 2016.

Plan Year:

July 1 - June 30

Agent for Service of Legal Process:

The designated agent for service of legal process upon the Plan is, and service of legal process may be made upon, the Plan Administrator.

Amendment to the Plan:

The Board of Trustees may amend the Plan, in whole or in any part, at any time.

### **III. ELIGIBILITY**

Bargaining unit employees (“participants”) are eligible for the benefits described in this SPD as long as you are employed within the bargaining unit covered by a collective bargaining agreement between the New York State Nurses Association and the City of New York and New York City Health + Hospitals and you meet the requirements set forth below. Participants become eligible on the first day of employment in a covered position.

Full-time employees in active pay status (either actively employed or on a paid leave of absence) are eligible for this benefit. Hourly employees and part-time employees (working between 22.5 and 37.5 hours per week; as defined in the applicable collective bargaining agreement) are eligible for a reduced benefit amount. Per diem employees are not eligible for benefits.

### **IV. BENEFIT REIMBURSEMENT AMOUNT**

The Fund provides eligible participants reimbursement of a total maximum benefit amount which is determined by the Trustees of the Fund each fiscal year (July 1 through June 30) towards Covered Expenses for the care of (i) the participant’s “child(ren)” up to the day they attain 13 years of age (and disabled children of any age); and (ii) a participant’s “elders”. These terms are defined below.

This maximum benefit amount is subject to review and revision by the Trustees of the Fund, in their sole and complete discretion. The total maximum benefit amount applies to your combined Covered Expenses for Child Care and Elder Care benefits. The total annual maximum benefit amount is available during the fiscal year only. Any benefit not used during one fiscal year cannot be carried over to another fiscal year.

## **V. CHILD CARE BENEFITS**

For purposes of this Fund, your children include your biological children, adopted children, children placed with you for adoption, stepchildren, and any child for whom you are the legal guardian, from newborn up to and including the day the child attains age thirteen (13). Foster children are not included.

Your children also include your child of any age who is incapable of self-support due to a physical handicap, developmental disability or mental illness who is wholly dependent on you for support and resides with you as of the date for which you are seeking reimbursement.

Covered Expenses: The following child care expenses will be covered by the Fund, subject to the overall annual maximum benefit amount:

- A. Newborn Care: Reimbursement towards expenses for the care of your child(ren) during the first year of life. Covers child care inside or outside the parent's home by a formal child care provider.
- B. Pre-Kindergarten Care: Reimbursement towards preschool costs for your child not yet enrolled in kindergarten by a formal child care provider.
- C. School Age Child Care (up to the day the child attains age 13): Reimbursement towards child care costs for your child(ren) from kindergarten up to the day the child attains age 13 by a formal child care provider.
- D. Child Care for Disabled Child: Reimbursement towards expenses for the care of your disabled child(ren) of any age who is dependent upon you for support. Covers care inside or outside the parent's home by a formal care provider.

A formal child care provider is a person, program or facility legally-licensed or license-exempt by the county, city or state. This includes, but is not limited to, day care, pre-schools, summer camps and after-school programs.

## **VI. ELDER CARE BENEFITS**

For purposes of this Fund, your “elders” include your parents and step-parents. Your spouse and in-laws are not included.

Covered Expenses: The following elder care expenses will be covered by the Fund, subject to the overall annual maximum benefit amount:

- A. Reimbursement towards expenses you pay for the care of your elders inside or outside the elder’s or your home. Care must be rendered by a formal provider. A formal provider is a person, program or facility legally-licensed or license-exempt by the county, city or state (i.e., day programs, senior centers, community centers, home care aides, visiting nurse service). Medical or other health care expenses are not covered.
  
- B. Reimbursement for transportation for your elder and one accompanying person to and from a health care provider or day care center (i.e., senior center, day program), provided that the request for reimbursement is accompanied by a receipt for the travel and documentation of attendance at the health care appointment and/or senior care program.

## **VII. HOW TO FILE A CLAIM FOR BENEFITS**

To receive reimbursement for covered expenses, eligible participants must submit a Fund claim form with required documentation within sixty (60) days of the date the service was incurred (or, for an ongoing program, the date the program was completed). No payment will be made by the Fund if the claim is submitted past this 60-day deadline.

Read the instructions included with the claim form carefully and include the required attachments when you return the completed claim form. For a copy of the claim form, contact Administrative Services Only, Inc. (“ASO”) directly or visit [www.ASONet.com](http://www.ASONet.com). All correspondence and claim forms should be submitted to ASO at the mailing address or fax listed or via online upload to ASO.

For a copy of the claim form, contact the claims administrator directly:

Administrative Services Only, Inc.  
Department 221  
P.O. Box 9005  
Lynbrook, NY 11563  
Phone (800) 537-1238  
Fax (855) 255-0904  
[www.ASONet.com](http://www.ASONet.com)

The following information must be included with your completed claim form:

1. Proof of payment to the provider (i.e., receipt; copy of cashier’s check, cancelled/deposited check, or money order; credit card receipt).
2. Copy of provider’s child care/elder care license or documents establishing exempt status.

3. For a disabled child, proof of disability (i.e., doctor's note establishing total and complete disability, documentation of eligibility for SSDI or other disability services).
4. For elder care transportation expenses, receipt for the travel and documentation of attendance at health care appointment or senior care program.
5. For elder care claims, completed and signed "Statement of Elder Relationship" form and accompanying required documentation.

## **VIII. HOW TO APPEAL A CLAIM FOR BENEFITS**

1. If you have filed a claim for benefits under this SPD and your claim is denied, you may appeal the denial to the Board of Trustees of the Fund by submitting a Claim Appeal Form which is available by calling ASO at 1-800-537-1238 or at [www.ASONet.com](http://www.ASONet.com).

Your Claim Appeal Form (and any supporting documentation) must be sent to the Plan Administrator (not ASO) within sixty (60) days of the date of written notice of the Fund's denial. The Plan Administrator will advise you if additional information is needed to consider your appeal. If the additional information is not provided timely, your appeal may be denied. You will receive notification of the Trustees' determination in writing.

2. In deciding claims, the Board of Trustees has broad discretion to interpret and apply the terms of this Plan and SPD. The determination of the Fund will be final and binding if an objection or request for review is not timely filed. The decision of the Board of Trustees of the Fund will be final and binding on any appeal timely presented to it.

3. No lawsuit shall be brought to recover benefits under this Fund unless you have exhausted the appeals procedure outlined above, and the lawsuit is filed within one (1) year from the date of the final decision.

## **IX. OVERPAYMENTS**

The Plan may recover or recoup the amount of any erroneous payment, with interest, against pending or future benefits in accordance with law and regulations, and also take such legal action as may be necessary for recovery.

## **X. CHANGES TO THIS SPD**

1. No person other than the Board of Trustees is authorized to:
  - a. change or amend this SPD;
  - b. waive any condition or restriction contained in this SPD; or
  - c. bind the Plan by any statement or promise.
2. No change in this SPD will be valid unless authorized by the Board of Trustees.

Nothing contained in this SPD shall limit the broad discretion of the Board of Trustees to interpret and apply the provisions of this SPD or the terms of the Plan.