

# Marchese Ford of Mechanicville

## Health Insurance Summary Plan Description

***This Document together with the most recent Certificate of Coverage, Schedule of Copayments, and Benefit Riders issued by Capital District Physicians Health Plan and Blue Shield of NY (collectively referred to in this document as the "Certificate of Coverage"), will constitute your ERISA Summary Plan Description.***

### 1. General Plan Information

- a. Plan Name: Marchese Ford of Mechanicville, Inc.
- b. Type of Plan: Group Health Plan
- c. Plan Year: The 12 month period beginning each September 1 and ending each August 31
- d. Group Number: Blue Shield 11441290; CDPHP 40022767
- e. Employer Identification Number: 85-2378662
- f. Effective Date: The effective date of this document is 11/7/2020.
- g. Funding Medium and Type of Plan Administration: This Plan is fully insured. Benefits are provided under a group insurance contract entered into by Marchese Ford of Mechanicville, Inc. (MFMHP), Blue Shield of NY (BSNY) and Capital District Physicians Health Plan (CDPHP). While CDPHP, BSNY and JBFEHP share responsibility for administering the terms of the plan, CDPHP and BSNY are responsible for processing and paying benefit claims and for handling appeals of denied claims. The plan is funded through insurance premiums received by BSNY and CDPHP. Contributions to the plan are paid by Marchese Ford (420.00 per month per full time employee) and the remaining by employee contribution through payroll deduction.
- h. Plan Sponsor: Marchese Ford of Mechanicville, Inc., 1003 Hudson River Road, Mechanicville, NY 518-664-9841
- i. Insurance Company: CDPHP, 500 Patroon Creek Blvd., Albany, NY 12206; Blue Shield of NY, PO Box 664366, Pittsburgh, PA 15266
- j. Plan Administrator: Marchese Ford of Mechanicville, Inc., 1003 Hudson River Road, Mechanicville, NY 518-664-9841  
Nicholas Marino and Co., 3 Marcus Blvd. Suite 205, Albany, NY 12205 518-446-1444 x222

### 2. Eligibility and Participation Requirements and Provisions

- a. Employee Eligibility: To be eligible for coverage under this plan you must be classified by the company as a full-time employee regularly scheduled to work at least 40 hours per week.

- b. Waiting Period: Your coverage will begin on the first of the month following a two month waiting period.
- c. Spouse and Dependent Eligibility: To determine whether your spouse and/or dependents are eligible to participate in the plan and for enrollment requirements, read the “Who is Covered” sections contained in the Certificate of Coverage.
- d. Special Enrollment Rights: In certain circumstances, enrollment may occur outside the open enrollment period. See the “Special Enrollment Periods” in the Certificate of Coverage.
- e. Termination of Coverage: Coverage shall terminate as described in the “Termination of Coverage” section of the Certificate of Coverage.
- f. Continuation of Coverage: An explanation of COBRA continuation coverage, including information concerning qualifying events and qualified beneficiaries, premiums, notice and election requirements and procedures, and duration of coverage is contained in the Certificate of Coverage.
- g. Open Enrollment Period: An “open enrollment period” is a time established by the company when eligible employees and their eligible dependents have the option to enroll in the plan or make changes to the current plan coverage. Each eligible employee may enroll for coverage (or enroll any eligible dependents) or may change the level of coverage during the annual open enrollment period. The annual open enrollment period is the month of September.

### 3. Plan Benefits

Marchese Ford of Mechanicville Employee Health plan has contracted with CDPHP and BSNY to provide you and your dependents with certain health insurance benefits. These benefits are outlined in the Certificate of Coverage issued to you by CDPHP and BSNY.

### 4. Claims Procedures

Claims procedures are fully described in the Certificate of Coverage. These include procedures for obtaining pre-authorizations, approvals, utilization review decisions, procedures for filing claims, notification of benefit determination, grievance procedures for the review and appeal of denied claims.

### 5. Termination and Amendment

Benefits under this plan are not vested. MFMHP reserves the right to terminate the plan or amend or eliminate benefits under the plan at any time in its discretion. The plan may be amended or terminated by a written instrument duly adopted by MFMHP or any of its delegates.

### 6. Plan Administration

The Plan Administrator has delegated responsibility for determinations regarding covered benefits and the amount and manner of the payment of benefits, including the appeal of denied claims, to CDPHP and BSNY, the insurer of the plan.

7. No Contract of Employment

The plan is not intended to be, and may not be construed as constituting, a contract or other arrangement between you and your employer to the effect that you will be employed for any specific period of time.

8. Statement of ERISA Rights

As a participant in the MFMHP 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:

Receive Information about Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office all documents governing the plan, including insurance contracts
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and updated summary plan description.
- COBRA continuing health care coverage for yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event is available. You or your dependents will have to pay for such coverage. Review the Certificate of Coverage on the rules governing your COBRA continuation coverage rights.

9. HIPAA Rights

Reduction or elimination of exclusionary periods of coverage for pre-existing conditions under another group health plan, if you have creditable coverage from this plan. You should be provided a certificate of creditable coverage, free of charge, when you lose coverage under this plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. This may reduce or eliminate exclusionary periods of coverage for pre-existing conditions if you join a plan that excludes or limits pre-existing conditions. Without evidence of creditable coverage, you may be subject to a pre-existing condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage.

10. Newborns' and Mothers' Health Protection Act

Group health plans and health insurance issuers generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following vaginal delivery, or less than 96 hours following Cesarean

section. However, federal law generally does not prohibit the mother's nor newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under federal law, require that a provider obtain authorization from the plan or insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

## **11. The Women's Health and Cancer Rights Act of 1998**

### **Enrollment Notice**

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

All stages of reconstruction of the breast on which the mastectomy was performed;

- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under these plans.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer 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.

### **Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report 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 because of reasons beyond the control of the

administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are 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. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### Assistance with Your Questions

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, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.