



NYU Langone Hospitals, NYU Langone Health System, and NYU Grossman School of Medicine

# NYU Langone Health Retiree Medical Account Plan

Summary Plan Description



## Introduction

The NYU Langone Health Retiree Medical Account Plan (“the Plan”) has been established to provide Qualified Medical Care benefits to you and your family members when you leave NYU Langone Hospitals, NYU Langone Health System, or NYU Grossman School of Medicine (collectively, NYULH), and meet the Retiree Medical Eligibility Rules. The Plan is 100% employer funded and gives you a valuable opportunity to build tax-free assets that you can use exclusively to pay for Qualified Medical Expenses in retirement. When you retire, reimbursements from your account are also provided tax free, making this an attractive way to save for future retiree medical expenses.

The NYU Langone Hospitals Retiree Medical Account Plan and the NYU Grossman School of Medicine Retiree Medical Account Plan were effective as of January 1, 2012. If you were age 40 prior to January 1, 2012 and employed at NYU Hospitals Center (including NYU Hospital for Joint Diseases) or NYU School of Medicine, you began participating on January 1, 2012, and NYULH made a retroactive catch-up contribution (without earnings) for you.

The NYU Langone Health System Retiree Medical Account Plan was established effective January 1, 2016. Effective January 1, 2017, the NYU Langone Hospitals Retiree Medical Account Plan was offered to eligible employees of NYU Langone Hospital-Brooklyn. If you were age 40 on or before January 1, 2017 and employed in a benefits-eligible position at NYU Langone Hospital-Brooklyn, you began participating in the Plan on January 1, 2017.

Effective January 1, 2022, the NYU Langone Hospitals Retiree Medical Account Plan was offered to eligible employees of NYU Langone Hospital—Long Island. If you were age 40 on or before January 1, 2022 and employed in a benefits-eligible position at NYU Langone Hospital—Long Island, you began participating in the Plan on January 1, 2022. In addition, effective January 1, 2022, the NYU Langone Hospitals Retiree Medical Account Plan, the NYU Langone Health System Retiree Medical Account Plan, or the NYU Grossman School of Medicine Retiree Medical Account Plan was offered to eligible employees who were “grandfathered” into the NYU Langone Hospitals Retiree Welfare Benefit Plan or the NYU Grossman School of Medicine Retiree Welfare Benefit Plan. If you were between the ages of 60 and 64 as of January 1, 2022 and eligible to receive benefits under the NYU Langone Hospitals Retiree Welfare Benefit Plan or the NYU Grossman School of Medicine Retiree Welfare Benefit Plan, you began participating in the Plan on January 1, 2022.

Effective January 1, 2023, the NYU Langone Hospitals Retiree Medical Account Plan, the NYU Grossman School of Medicine Retiree Medical Account Plan, and the NYU Langone Health System Retiree Medical Account Plan merged and became the NYU Langone Health Retiree Medical Account Plan.

This booklet summarizes the provisions contained in the legal plan document for the Plan. The official Plan document will govern in the event of any conflict with the terms of this booklet. The plan document is available for you to read; to obtain a copy, contact the NYU Langone Health Human Resources Department at **212-404-3787** or via email at **NYULMCBenefits@nyulangone.org**. NYULH reserves the right to discontinue or change the Plan at any time. Nothing in this Summary Plan Description (“SPD”) should be interpreted as implying a contract of employment. Being a Participant in the Plan does not imply any right of continued employment with any employer in the NYU-controlled group of employers.

## Grandfathered vs. Non-Grandfathered

Your participation in the Plan depends upon whether you qualify as a “grandfathered” or “non-grandfathered” employee. The “Grandfathered” and “Non-Grandfathered” sections that follow describe the eligibility criteria for each category in detail.

### Grandfathered Participants

#### PARTICIPATION IN THE PLAN

As of December 31, 2011, if you were at least age 40, completed at least 10 years of continuous service, and your age plus years of continuous service equaled at least 60, you were classified as “Grandfathered” into the Retiree Health Plan. However, you did not participate in the RMA Plan (the “Plan”).

As of January 1, 2022, participation in the Plan extends to Grandfathered employees. To participate in the Plan, Grandfathered employees must work in a regular position for at least 17.5 hours per week, and be eligible for medical benefits under the NYULH Employee Benefit Plan.

#### WHEN EMPLOYER CONTRIBUTIONS BEGIN

As of January 1, 2022, if you are a Grandfathered employee, you will receive an Employer Contribution of \$4,000 per calendar year starting on or after age 60 until you attain age 65, divided by the number of full months in each year you are eligible. For all pay cycles, the first monthly contribution will be deposited into your account with the first pay cycle of the month following your attainment of age 60. All subsequent contributions will be deposited into your account in the first available paycheck of each month. Contributions are invested on the date received by TIAA.

### “Non-Grandfathered” Participants

#### PARTICIPATION IN THE PLAN

If you were hired on or after January 1, 2012, or did not meet the eligibility criteria to be “Grandfathered” as described above, then you will be eligible to participate in the Plan provided that you are at least age 40, employed in a benefits-eligible position, working at least 17.5 hours per week, and eligible for medical benefits under the NYULH Employee Benefit Plan.

Employees subject to any collective bargaining agreement are not eligible to participate in the Plan, unless the agreement explicitly allows covered employees to be eligible for the Plan.

#### WHEN EMPLOYER CONTRIBUTIONS BEGIN

If you are a Non-Grandfathered employee, you will receive an Employer Contribution of \$4,000 per calendar year starting when you reach age 40 until you retire, divided by the number of full months in each year you are eligible.

For all pay cycles, the first monthly employer contribution will be deposited into your account with the first pay cycle of the month, following the month you reach age 40 (or the month you are hired at NYULH at age 40 or above, or the month you move from an “ineligible” to an “eligible” position at age 40 or above, whichever applies.) Any retroactive contributions shall be made in a lump sum as soon as administratively practicable and, if made in the year following the year in which the entry date falls, shall not reduce the annual contribution which the eligible employee is entitled for that year.

All subsequent contributions will be deposited into your account in the first available paycheck of each month. Contributions are invested on the date received by TIAA.

## All Plan Participants (Grandfathered and Non-Grandfathered)

### WHEN YOUR EMPLOYER CONTRIBUTIONS “VEST”

You will fully “vest” in the Employer Contributions made to your account when you meet the Retiree Medical Eligibility Rule, which is defined as when either of the following occurs:

- You complete at least 15 years of Continuous Service beginning on or after age 40 and work in a position eligible to receive Continuous Service (as described below) until age 62.
- You Die or are Totally Disabled after completing at least 10 years of Continuous Service

Notwithstanding the Retiree Medical Eligibility Rule stated above, if as of December 31, 2022 you are at least 55 years of age and have completed 15 years of Continuous Service commencing on or after your attainment of age 40, you shall be deemed to be fully vested as of the attainment of 15 years of Continuous Service after age 40.

If you meet NYU Langone’s Retiree Medical Eligibility Rule, your RMA account balance will be available to help cover your medical expenses when your employment at NYU Langone Health ends and you are at least age 62.

Upon a break in Continuous Service before vesting, any balance in the RMA shall be forfeited immediately, except as indicated in the Appendix. Any forfeited account balance will not be eligible for reinstatement, and the Continuous Service earned prior to the break in service will be reset to zero as of the date of such forfeiture, and will not be available for purposes of determining the vesting of future Employer Contributions to the Plan.

### HOW CONTINUOUS SERVICE IS CALCULATED

Continuous Service means all years of continuous benefits-eligible service with NYU Langone Hospitals, NYU Grossman School of Medicine, NYU Langone Health System, New York University, or Sunset Park Health Council, provided that there were no breaks in benefits-eligible service for a period of longer than one year. Continuous Service also includes periods of paid severance.

As of January 1, 2022, the service rule for the RMA Plan expands to honor prior continuous benefits-eligible service from the later of age 40 or January 1, 2004 for the following:

- NYU Langone Hospital—Brooklyn (formerly known as Lutheran Medical Center)
- NYU Langone Hospital—Long Island (formerly known as Winthrop University Hospital)
- Sunset Park Health Council

Prior service earned while an employee of any organization acquired by NYU Langone Health (such as Woodhull Medical Group, Columbus Medical Group or Aptium) shall not count toward the Continuous

Service requirement under the Plan unless specifically stated in the affiliation or acquisition agreement or in the Plan. If an employee moves from a union position to a non-union position or a position with a union participating in the Plan, Continuous Service shall include any benefits-eligible service in a union position, provided there were no breaks in service greater than one year both while employed in a union position and during the transition from the union position to a non-union position, or a position with a union participating in the Plan. For non-union employees of NYU Imaging, Inc. who moved to NYU Langone Hospital—Long Island or NYU Grossman School of Medicine on or about December 18, 2022, prior years of continuous benefits-eligible service with NYU Imaging, Inc. over age 40 will also count toward Continuous Service. For more details on how service is treated when an employee moves from one company and/or union to another, please refer to the chart in the Appendix. Benefits-eligible service includes the period of a leave of absence approved by the employer. If an eligible employee waived health insurance coverage under the NYULH Employee Benefit Plan, such employee will be deemed to have benefits-eligible service with NYULH for so long as the employee remains eligible for health insurance coverage under the NYULH Employee Benefit Plan.

### VOLUNTARY AFTER-TAX EMPLOYEE CONTRIBUTIONS

Unless permitted by the Plan, employees are not allowed to make any voluntary after-tax employee contributions to the Plan.

### RULES GOVERNING CONTRIBUTIONS

TIAA has been selected by NYULH to offer investment options under the Plan. You can direct TIAA to invest your Employer Contributions to your account in one or more of the underlying investment options in accordance with the administrative rules of the Trust that holds contributions. When your account is opened, contributions made for you are invested in the TIAA-CREF Lifecycle Index Fund of the year that is nearest to your 65th birthday. The Plan also allows you to select your own investments and create your portfolio from their menu of investments in several asset classes. You can transfer the opening balances to other funds, or you may change the investment of your future contributions. You can also transfer funds between options.

Before making any investment decision, you should read the TIAA booklet and the prospectuses for each fund in which you may wish to invest. Some of the funds available involve moderate to substantial investment risk and do not guarantee your principal or investment return. When you retire and want to start using the account to pay benefits, you will need to make sure there are sufficient funds in the TIAA-CREF Money Market Fund, as claims are paid from this fund.

You can order prospectuses directly from TIAA by calling the dedicated customer service center at **855-200-7240**. You may also download or view prospectuses by visiting the TIAA website at:

**[TIAA.org/retirenyulmcrma](https://www.tiaa.org/retirenyulmcrma)**.

## ACCESSING YOUR ACCOUNT TO PAY FOR QUALIFIED MEDICAL EXPENSES

Your account will become available to you, according to the rules described below, as long as the Plan exists, you are entitled to receive benefits, and your account has not been forfeited. Once all of the funds in your account have been paid, whether in payment of Qualified Medical Expenses, upon termination of the Plan, or upon forfeiture of the account, you will no longer be entitled to any further benefits.

## ENTITLEMENT TO RECEIVE BENEFITS

As long as the following conditions are satisfied, your claim for payment of a Qualified Medical Expense will be considered: You are a member of the Plan, and you are at least 62 years of age and you have met the "vesting" requirement as defined above prior to your separation from NYULH.

If you left employment with NYULH because of Death or Total Disability (as determined by New York Life and/or the Social Security Administration and you are eligible for Medicare disability benefits), your claim for payment of a Qualified Medical Expense will also be considered as long as you have completed 10 years of Continuous Service at the time of separation. Your survivors who qualify as dependents under section 213 of the Internal Revenue Code will also be able to claim payment for Qualified Medical Expenses starting at age 62, or when they become Medicare eligible, if sooner.

Upon the occurrence of any of these events, the NYU Langone Health Human Resources Department will authorize you or your surviving beneficiary in the event of your death, to activate your account. Once access to your account is authorized, you can activate your account with Optum Financial (formerly known as Connect Your Care), the Claims Administrator. Money in your account can be used to pay for Qualified Medical Expenses for you and your family members who meet the definition of dependent under section 213 of the Internal Revenue Code.

## PLAN RULES

The Plan requires you to follow the rules of the Plan Administrator when submitting a request for benefits; otherwise, your request may be denied. To access benefits under the Plan, you may submit claims online, through the mail or use your Healthcare Payment Card. You may access information regarding your account at [TIAA.org/retirenyulmcrrma](http://TIAA.org/retirenyulmcrrma) or by calling **855-200-7240**.

## LOSS OF DEPENDENT STATUS

It is your duty to notify the Plan Administrator, or its authorized delegate, of any loss of qualifying dependent status of any person classified as your dependent under the Plan.

## FORFEITURE OF YOUR ACCOUNT

The money in your account may be forfeited if any of the following occurs:

- a. You die before becoming entitled to receive benefits or you die without dependents (see "In the Event of Your Death" below);
- b. You terminate employment and have not met the retiree medical eligibility rule;
- c. You cannot be located (keep your address current with the Plan Administrator at all times); or
- d. Your account balance becomes a Small Account Balance, which means that your account contains less than \$500 and there has been no account activity for at least one year.

## IN THE EVENT OF YOUR DEATH

1. If you die without dependents, benefits would be payable only for claims arising on or before the date of your death. After those claims are paid, your remaining account balance will be forfeited.
2. If you have IRS-qualified dependents and die after you were entitled to receive benefits, benefits will be payable for claims related to your Qualified Medical Expenses arising before your date of death, and benefits will be payable to those dependents until there are no longer any assets in your account or no surviving dependents, whichever comes first. If those dependents die while there is still a balance in the account any remaining balance will be forfeited. Payment of benefits from your account will be made to your surviving spouse if your surviving spouse has incurred a Qualified Medical Care expense, or if there is no surviving spouse, your dependent has incurred a Qualified Medical Care expense. If you have not satisfied the requirements to receive benefits at the time of your death, then payment of benefits from your account will not be made until your surviving spouse is at least 62 years of age or Medicare eligible (if earlier) and has incurred a Qualified Medical Care expense or, if there is no surviving spouse, your dependent has incurred a Qualified Medical Care expense.

## FEDERAL TAX CONSEQUENCES OF CONTRIBUTIONS AND PAYMENTS UNDER THE PLAN

Employer Contributions paid to your account on your behalf are not taxable. Any growth in your accumulation attributable to investment earnings or credited interest is not subject to taxation. Generally, all amounts paid to you for Qualified Medical Expenses from your account will not be treated as taxable income. You should consult your tax advisor for further information about the federal and state tax treatment of the contributions and payments under the Plan.

## How to Use the Retiree Medical Account Plan

To access benefits from the Plan, you can submit claims online, through the mail or using your Healthcare Payment Card. Claims are handled by Optum Financial, a third-party claims processor under contract with TIAA. If you have questions about medical expenses, claims or other health-related issues, you can speak with a Optum Financial representative by calling **877-554-1004**. To file a claim, visit **TIAA.org/retirenyulmcma** and log in to your secure account information. In the "Other Investments" section, you will see your Retiree Medical Account Plan listed. There you can click on the "Actions" link and select "File A Claim." This will take you to the "Claims" Administrator page. See "Filing a Claim" below for more information about seeking reimbursement for your expense. You also have access to a wide range of online health and wellness tools and resources. You'll be able to locate healthcare services, compare prescription drugs, and much more. And you can use these resources preretirement or postretirement.

### MORE INFORMATION

For questions about the RMA Plan, contact the NYU Langone Health Human Resources Department at **212-404-3787**.

### FUTURE OF THE PLAN

NYULH plans to continue to offer the Plan to all eligible employees. NYULH, however, reserves the right to change, terminate, suspend, withdraw, reduce, amend or modify the Plan at any time.

### FILING AN INITIAL CLAIM FOR REIMBURSEMENT

All claims for Qualified Medical Expenses must be submitted to Optum Financial for reimbursement within ninety (90) days of the end of the Plan Year in which the expense was incurred. You may obtain a claim form by calling **877-554-1004** option 2. To file a claim you must complete the appropriate claim form and attach original itemized receipts or explanations of benefits from your insurance carrier to verify your out-of-pocket expenses. All paperwork must be faxed or mailed to Optum Financial.

Claims fax number: **866-879-0812**

Claims mailing address:  
Optum Financial  
Claims Department  
PO Box 400  
Beltsville, MD 20704

### CLAIM NOTIFICATION

You will receive a decision on your claim for reimbursement within 90 days of receipt of the claim by Optum Financial. This 90-day period may be extended for up to another 90 days if special circumstances warrant an extension. If such an extension is needed, you will be notified by the Claims Administrator in writing prior to the end of the

initial 90-day period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render a decision.

In the event your claim is denied in part or in its entirety, the notification of the decision will include:

- The specific reasons for the denial;
- Reference to the specific Plan provision on which the decision was based;
- If information is needed to complete the claim, a description of additional information necessary from you to complete the claim and a description of why this information is necessary;
- A description of the Plan's review procedures and time limits applicable to the procedures; and
- A statement of your rights to bring civil action under section 502(a) of ERISA following a denial of benefits on review.

### RIGHT TO APPEAL

If you disagree with the decision of Optum Financial, you have the right to reasonable access to and a copy of the document, records and other information relevant to the claim for benefits. A document is considered "relevant" to your claim if it meets any of the following criteria.

- It was relied upon in making the benefit determination;
- It was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record or other information was relied upon in making the benefit determination; or
- It demonstrates compliance with the administrative processes and safeguards within these claims procedures in making the benefits determination. You have 60 days to file an appeal in writing.

You may submit written comments, documents, records and other information relevant to your claim for benefits to Optum Financial. Send your written appeal to:

Claims Department  
307 International Circle, Suite 200  
Hunt Valley, MD 21030

A full and fair review will be conducted and a decision rendered by Optum Financial no later than 60 days after receipt of the request for review. If there are special circumstances requiring additional time (such as the need to hold a hearing), the decision will be made as soon as possible, but not later than 120 days after receipt of the request for review. If such an extension of time is needed, you will be notified in writing prior to the end of the initial 60-day period.

The extension notice will indicate the special circumstances requiring an extension and the date by which the decision is expected to be reached. The decision with respect to your requested claim review will be provided in writing and will include specific reasons for the decision, specific references to the pertinent Plan provisions on which the decision is based, a statement indicating 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 for benefits and a statement of your right to bring action under section 502(a) of ERISA.

## LITIGATION

No legal action shall be brought to recover from the Plan prior to exhaustion of the administrative remedies outlined in this Claims and Appeals Procedures section of this summary, and no such action shall be brought at all unless brought within one year from when the final appeal is denied.

## PLAN ADMINISTRATION

- A. The Plan Administrator has the authority to manage the operation of the Plan. Factual determinations and interpretations of the Plan's provisions by the Plan Administrator shall be final and binding on all Participants and their dependents.
- B. The Plan Administrator may delegate responsibilities of managing the Plan to other people or entities. Any such delegation will be in writing.
- C. The Plan Administrator may adopt rules and procedures to administer the Plan.
- D. The Plan's expenses and fees may be paid from the Plan's assets subject to the terms of the Trust. Fees that are related to the administration of your individual account may be assessed against your account.
- E. While the Plan was adopted with the expectation that it would continue indefinitely, the employer has no obligation to maintain it for any length of time and may discontinue contributions or otherwise amend or terminate the Plan at any time.
- F. Your accumulation under the Plan is not subject to the claims of your creditors or your dependents' creditors. You and your dependent(s) may not have the right to sell, assign, transfer, or otherwise convey the right to receive any payments or any interest under the Plan.
- G. Nothing in the Plan should be considered as giving you any right to continued employment.
- H. The Plan was drafted to comply with the provisions of the Internal Revenue Code, and will be interpreted in a manner consistent with applicable sections of the Internal Revenue Code and ERISA. Please note that in accordance with applicable law, coverage continuation rights under COBRA are not available under the Plan.

## RIGHTS UNDER ERISA

As a Participant under the Plan, you are entitled to certain rights and protections under ERISA.

A. ERISA provides that all Plan Participants are entitled to:

1. Examine, without charge, at the Plan Administrator's office, the documents governing the Plan, which includes the Trust Agreement.
2. Obtain upon written request, copies of the documents governing the Plan which includes the Trust Agreement and an updated SPD. The Plan Administrator may make a reasonable charge for the copies.
3. Receive a summary of the Plan's annual financial reports, which the Plan Administrator will provide to each Participant.

B. ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called fiduciaries of the Plan, have a duty to do so prudently and in the interests of you and other Plan Participants and their dependents. No one, including the employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

C. If your claim for a benefit under the Plan is denied in whole or in part, you have a right to receive an explanation of why and to obtain a copy of the documents relating to the decision without charge. You have a right to appeal the denial to the Plan Administrator. Under ERISA, there are steps you can take to enforce your rights. For example, if you request a copy of the documents 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 them, unless they were not sent because of reasons beyond the Plan Administrator's control.

D. In addition, if you disagree with the Plan's decision on a claim for benefits, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or 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.

E. If you have any questions about the Plan, you should contact the Plan Administrator at the following:

NYU Langone Health Human Resources Department  
One Park Avenue – 4th floor  
New York, NY 10016

Phone: **212-404-3787**

Email: **NYULMCBenefits@nyulangone.org**

You can also contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, 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 or going to [dol.gov](https://www.dol.gov).

#### **OTHER RELATIONSHIPS BETWEEN THE PARTIES TO THIS AGREEMENT**

- A. Teachers Insurance and Annuity Association of America ("TIAA") is the third-party administrator and recordkeeper of the Plan.
- B. TIAA has a relationship with Optum Financial to administer all claims under this agreement. Optum Financial charges fees to process claims, a copy of the fee schedule is available upon request.



## Frequently Asked Questions

### Q: WHAT IS THE RETIREE MEDICAL ACCOUNT PLAN?

**A:** The Retiree Medical Account Plan is designed to help you save for healthcare expenses in retirement. NYU Langone's contribution is \$4,000 a year and it is not taxable income to you. When you retire, reimbursements from the Plan are not taxable income either, making this an attractive way to save for future retiree medical expenses.

### Q. WHAT IS THE RETIREE MEDICAL ACCOUNT PLAN FOR?

**A:** You use vested funds in the Plan to pay for qualified medical expenses once you retire from NYU Langone. Qualified Medical Expenses include co-pays, deductibles, prescription drugs and other out-of-pocket related costs including premiums on health insurance. Examples of other Qualified Medical Expenses include hospital and surgical expenses, physical therapy, psychotherapy, dental care, weight control programs, eye exams and eyeglasses, special medical equipment and hearing aids. Premiums for Medicare supplemental plans, qualified long-term care insurance and Medicare Parts B and D are also included.

### Q. HOW ARE THE CONTRIBUTIONS INVESTED?

**A:** You direct the investment of the contributions among a selection of TIAA-CREF and Vanguard mutual funds. When your account is opened, the contributions will be made into the TIAA-CREF Lifecycle Index Fund with the target year nearest the year of your 65th birthday. Once the account is established, you can direct the investment of your account into any of the available options. A list of the options can be found by going to the Plan's website at [TIAA.org/retirenyulmcrma](https://TIAA.org/retirenyulmcrma). As with all mutual funds, the principal value in a Lifecycle fund is not guaranteed. Also, please note that the target date of the Lifecycle fund is an approximate date when investors may plan to begin withdrawing from the fund.

### Q. WHO IS ADMINISTERING THE RETIREE MEDICAL ACCOUNT PLAN?

**A:** TIAA is the administrator of the Plan and will provide recordkeeping services for all funds made available under the Plan, including the Vanguard funds. This allows you to manage your account all in one place at [TIAA.org/retirenyulmcrma](https://TIAA.org/retirenyulmcrma). In addition, TIAA is providing call center support for your questions and transactions.

### Q. WHEN DO CONTRIBUTIONS CEASE?

**A:** When you leave employment, commence an unpaid leave or change to an ineligible status, contributions will cease. If you receive a paycheck for regular types of pay during the month in which you terminate, begin an unpaid leave or become ineligible, you are entitled to that final monthly contribution and contributions cease the following month.

### Q. HOW WILL I KNOW HOW MUCH MONEY IS IN MY ACCOUNT?

**A:** You will see each NYU Langone contribution on your pay stub under the EMPLOYER PAID BENEFITS section on the pay advice with the tag "Retirement Healthcare Plan." You can see the value of your account by logging in to [TIAA.org/retirenyulmcrma](https://TIAA.org/retirenyulmcrma). You will also see your account balance on your TIAA Quarterly Retirement Portfolio Statement.

### Q: HOW WILL I BE ABLE TO ACCESS THE FUNDS AVAILABLE IN MY ACCOUNT?

**A:** When you become eligible to access your account, there are two ways to pay for your Qualified Medical Expenses:

You will be issued a Healthcare Payment Card, which allows you to pay for Qualified Medical Expenses quickly, easily and with almost no paperwork. The Healthcare Payment Card is accepted at IAS-compliant retail stores and healthcare service providers. When using the card is not possible, the online system enables claims processing of your paper-submitted expenses and a quick turnaround of reimbursements, which are sent to you via direct deposit or check. Keep in mind that you should maintain sufficient funds in the TIAA-CREF Money Market Fund to cover payment of your submitted claims. You can log in to your account at [TIAA.org/retirenyulmcrma](https://TIAA.org/retirenyulmcrma) to monitor the account balance and transfer funds to the TIAA-CREF Money Market Fund when necessary.

### Q: CAN I ACCESS MY RETIREE MEDICAL ACCOUNT PLAN INFORMATION AND MAKE TRANSACTIONS ONLINE?

**A:** Yes, you will be able to securely log in to your account through the TIAA website at [TIAA.org/retirenyulmcrma](https://TIAA.org/retirenyulmcrma) to view your account balances, make transfers and allocation changes and update personal information. You may also link to the Participant Claims page to submit claims online and view past and pending submitted claims.

### Q: ARE THERE OTHER SERVICES OR BENEFITS AVAILABLE THROUGH THE PROGRAM?

**A:** Along with the investment services from TIAA, you have access to many services offered by Optum Financial. You'll be able to contact the Claims Call Center 24 hours a day, seven days a week. You can log in to [TIAA.org/retirenyulmcrma](https://TIAA.org/retirenyulmcrma) for tools and information.

**Q: WHAT ABOUT MEDICARE? I THOUGHT I WAS COVERED ONCE I TURN 65.**

**A:** You are eligible for Medicare at age 65, but Medicare does not cover 100% of medical expenses. Many retirees will consider purchasing a Medicare supplemental insurance policy to help pay for costs not covered by Medicare. You can use your account to help pay the premiums for a Medicare supplemental policy or any other Qualified Medical Expense that Medicare doesn't cover.

**Q: CAN I USE MY RETIREE MEDICAL ACCOUNT FOR NON-MEDICAL EXPENSES?**

**A:** No, in accordance with federal tax rules and the terms of the Plan, you can only use your account to seek reimbursement for Qualified Medical Expenses.

**Q: CAN I ROLL OVER MY RETIREE MEDICAL ACCOUNT PLAN BALANCE OR TRANSFER IT TO ANOTHER EMPLOYER?**

**A:** No, your Retiree Medical Account cannot be rolled over or transferred to any other retirement healthcare plan another employer may offer.

**Q: WHAT IF I DIE BEFORE USING ALL THE BENEFITS IN MY RETIREE MEDICAL ACCOUNT?**

**A:** Your spouse and other eligible dependents may continue to have access to benefits from the Plan. If unused benefits remain in the Plan after both you and your spouse die, only IRS-qualified eligible dependents at the time of your death may continue receiving benefits. If there are no eligible dependents, the unused benefits will be forfeited. Please see the "In the Event of Your Death" section in this SPD for further details.

**Q: WHAT IF I INCUR A MEDICAL EXPENSE OUTSIDE OF THE USA? ARE ELIGIBLE EXPENSES COVERED?**

**A:** All eligible medical expenses are covered, even if outside the USA. If the RMA Spending Card is not recognized in a foreign country, you can submit the claim for reimbursement.

**Q: WHAT IS THE IMPACT IF I DECIDE TO RETURN TO WORK AS A FULL TIME, PART TIME, OR PER DIEM EMPLOYEE AFTER I RETIRE UPON VESTING IN THE PLAN?**

**A:** While actively working, if you return to work after retirement, you cannot use your RMA funds. Upon re-termination, you can access your RMA funds again.

## Plan Facts

**Official Plan Name**

NYU Langone Health Retiree Medical Account Plan

**Plan Number**

NYU Langone Health: R90022

**Type of Plan**

Internal Revenue Code section 105 Medical Reimbursement Plan

**Plan Sponsor**

NYU Langone Hospitals  
c/o Human Resources Department  
One Park Avenue – 4th floor  
New York, NY 10016

**212-404-3787**

Email: [NYULMCBenefits@nyulangone.org](mailto:NYULMCBenefits@nyulangone.org)

**Employer Identification Number**

NYU Langone Hospitals: 13-3971298

**Plan Year**

January 1 - December 31

**Plan Administrator**

NYU Langone Health  
c/o Human Resources Department  
One Park Avenue – 4th floor  
New York, NY 10016

**212-404-3787**

Email: [NYULMCBenefits@nyulangone.org](mailto:NYULMCBenefits@nyulangone.org)

**Claims Administrator**

TIAA, as delegated to Optum Financial  
Claims Department  
PO Box 400  
Beltsville, MD 20704

**Agent for Service of Legal Process**

If, for any reason, you wish to seek legal action, you may serve legal process on the Plan sponsor at the following address:

Office of Legal Counsel  
NYU Langone Health  
530 First Avenue  
Schwartz Building, HCC – 15th floor  
New York, NY 10016

**Plan Funding**

Contributions to the Plan are made by the Plan Sponsor.

# NYU Langone Health Retiree Medical Account Plan

## Appendix A

### Moving To Eligible to Participate in the Plan From Another Company/Union

From Company	To Company	Impact on Continuous Service
<p><b>NYU Langone Hospitals</b> 1199 Union; Local 810 Union</p> <p><b>NYU Langone Orthopedic Hospital</b> 1199 Union</p> <p><b>NYU Grossman School of Medicine</b> 1199 Union; 32BJ Union</p> <p><b>New York University</b> Non-Union Union</p>	<p><b>NYU Langone Hospitals</b> Non-Union; Local 1 Union</p> <p><b>NYU Langone Orthopedic Hospital</b> Non-Union; Brotherhood of Security Personnel, Officers and Guards International Union</p>	<p>Services under the old company/union counts towards Continuous Service.</p>
<p><b>NYU Langone Hospital-Long Island</b> 1199 Union; Local 810 Union</p> <p><b>NYU Langone Hospital-Brooklyn</b> 1199 Union; UFT Union; Local 1 Union</p> <p><b>Sunset Park Health Council</b> Non-Union; DC-1707 Union; CSA Local 1 Union; 1199 Union</p>	<p><b>NYU Langone Hospital-Brooklyn</b> Non-Union</p> <p><b>NYU Langone Hospital-Long Island</b> Non-Union</p> <p><b>NYU Grossman School of Medicine</b> Non-Union Doctor's Council Union</p> <p><b>NYU Langone Health System</b> Non-Union</p>	<p>Services as of 1/1/2004, under the old company/union counts towards Continuous Service.</p>
<p><b>NYU Langone MSO, Inc.</b> NYU Langone Florida; NYU Langone Nevada</p> <p><b>NYU Imaging, Inc.</b> 1199 Union</p>		<p>Service does not count towards Continuous Service.</p>

# NYU Langone Hospitals Retiree Medical Account Plan

## Moving From Eligible to Participate in the Plan To Another Company/Union

From Company	To Company	Impact on Continuous Service
<p><b>NYU Langone Hospitals</b> Non-Union; Local 1 Union</p> <p><b>NYU Langone Orthopedic Hospital</b> Non-Union; Brotherhood of Security Personnel, Officers and Guards International Union</p> <p><b>NYU Langone Hospital-Brooklyn</b> Non-Union</p> <p><b>NYU Langone Hospital-Long Island</b> Non-Union</p>	<p><b>NYU Grossman School of Medicine</b> Non-Union; Doctor's Council Union</p>	No impact on Continuous Service.
	<p><b>NYU Langone Health System</b> Non-Union</p>	
	<p><b>NYU Langone Hospitals</b> Non-Union; Local 1 Union</p>	
	<p><b>NYU Langone Orthopedic Hospital</b> Non-Union; Brotherhood of Security Personnel, Officers and Guards International Union</p>	
	<p><b>NYU Langone Hospital-Brooklyn</b> Non-Union</p>	
<p><b>NYU Langone Hospital-Long Island</b> Non-Union</p> <p><b>NYU Grossman School of Medicine</b> Non-Union Doctor's Council Union</p> <p><b>NYU Langone Health System</b> Non-Union</p>	<p><b>NYU Langone Hospital-Long Island</b> Non-Union</p>	Balance in the Plan will freeze. Service under the new company will count towards Continuous Service.
	<p><b>NYU Langone MSO, Inc.</b> NYU Langone Florida; NYU Langone Nevada</p> <p><b>Sunset Park Health Council</b> Non-Union</p>	
<p><b>NYU Langone Hospital-Brooklyn</b> Non-Union</p> <p><b>NYU Langone Hospital-Long Island</b> Non-Union</p> <p><b>NYU Grossman School of Medicine</b> Non-Union Doctor's Council Union</p> <p><b>NYU Langone Health System</b> Non-Union</p>	<p><b>New York University</b> Non-Union</p>	Balance in the Plan will freeze. Union service does not count towards Continuous Service.
	<p><b>NYU Langone Hospitals</b> 1199 Union; Local 810 Union</p>	
	<p><b>NYU Langone Orthopedic Hospital</b> 1199 Union</p>	
	<p><b>NYU Langone Hospital-Brooklyn</b> 1199 Union; UFT Union; Local 1 Union</p>	
	<p><b>NYU Grossman School of Medicine</b> 1199 Union; 32BJ Union</p>	
	<p><b>NYU Langone Hospital-Long Island</b> 1199 Union; Local 810 Union</p>	
	<p><b>NYU Imaging, Inc.</b> 1199 Union</p>	
	<p><b>Sunset Park Health Council</b> DC-1707 Union; CSA Local 1 Union; 1199 Union</p>	
	<p><b>New York University</b> Union</p>	

## Appendix B

### Participating Affiliates or Subsidiaries

NYU Grossman School of Medicine  
NYU Langone Health System

