

## JOINT BENEFIT TRUST

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### PLAN CHANGE NOTICE

#### Summary of Material Modifications

*Plan Changes Related to the End of the COVID-19 Public Health Emergency  
and National Emergency*

**RETAIN WITH YOUR BENEFIT PACKAGE FOR FUTURE REFERENCE**

April 2023

**To: Plan Participants, Covered Dependents and COBRA participants in the Self-Funded Indemnity Medical Plan**

(If you are enrolled in Kaiser, Kaiser will provide information on how it is implementing the changes described in this Notice.)

### **END OF THE COVID-19 PUBLIC HEALTH EMERGENCY AND NATIONAL EMERGENCY** **("COVID-19 EMERGENCY")**

COVID-19 emergency declarations have been in place since early 2020. The declarations required health plans to cover COVID-19 tests and vaccines without cost sharing and extended many Plan deadlines. Some of these changes were intended to be temporary and only in effect during the COVID-19 Emergency. **The COVID-19 Emergency is now ended.** Changes to your Plan as a result of the end of COVID-19 Emergency are described below:

**COVID-19 Vaccines:** One thing that will *not* change: If you go to an in-network provider, COVID-19 **vaccines and boosters provided by an in-network provider will be covered at no out-of-pocket cost as a preventive care service – that includes both the vaccination/booster itself and the cost of administration of the vaccination or booster.** In other words, both the cost of vaccinations or boosters and the fee for putting the shot in your arm are covered at no cost if you use an *in-network* provider. For this purpose, an "in network provider" will include major pharmacy chains like CVS, Rite Aid, and Walgreens.

The following changes are effective immediately.

- **COVID-19 Diagnostic Tests (excluding OTC COVID-19 Tests):** Your Plan's usual cost-sharing and medical management will apply to in-network COVID-19 diagnostic tests in the same way they apply to other lab services. This means the Plan will pay 80% of the In-Network Allowed Amount after the deductible is met. You were previously sent a notice that normal cost-sharing rules also apply to COVID-19 treatment effective May 1, 2023.
- **Over-The-Counter ("OTC") COVID-19 Home testing kits:** Reimbursement for Over-The-Counter COVID-19 home test kits will end.
- **Out-of-Network:** The Plan does not cover treatment provided by out-of-network providers except in an emergency (or if the out-of-network provider treats you in an in-network facility under certain circumstances). Therefore, if you are tested or vaccinated for COVID-19 by an out-of-network provider, JBT will not cover the test or vaccination. Treatment for COVID-19 by an out-of-network provider will not be covered except in an emergency.

## **Plan Deadlines**

With the end of the National Emergency, the suspension of the Plan's deadlines for COBRA election and payment, special enrollment, filing claims and appeals and requests for external review will come to an end. During the National Emergency, JBT was required to disregard the "Outbreak Period" for up to one year when calculating certain plan deadlines. The Outbreak Period will end on July 10, 2023, and after that date ordinary deadlines for COBRA election (election within 60 days after receiving a COBRA notice and within 45 days after election to make your initial COBRA payment and 30 days for subsequent monthly payments), special enrollment (30, and in some cases, 60 days), claims (within one year) and appeals (within 180 days) or requests for external review (within 4 months) will apply as follows:

- For COBRA election and payment, special enrollment, claims and appeals or requests for external review arising during the Outbreak Period, the timelines listed above start to run on the earlier of: (1) after one year from the original deadline, or (2) July 10, 2023 (the end of the Outbreak Period).
- For COBRA election and payment, special enrollment, claims and appeals or requests for external review arising after July 10, 2023 after the Outbreak Period ends, the normal Plan deadlines apply.

### **Examples:**

**Example 1 Filing an Appeal** – You are covered in the Full Time Health Benefits Plan and your JBT claim for benefits is denied on September 30, 2022. Your deadline to file an appeal of that denial is 180 days after July 10, 2023 (the end of the Outbreak Period), which is January 6, 2024.

**Example 2 Special Enrollment** – You are covered in the Full Time Health Benefits Plan and your spouse gave birth to a newborn on August 2, 2022, but you never enrolled the baby for coverage as a JBT dependent. You must complete your special enrollment of the newborn within 30 days after July 10, 2023, which is August 9, 2023.

**Please note that there is a special 60 day special enrollment period to enroll in the Plan when a JBT eligible individual loses Medicaid or CHIP coverage.**

If you have questions about which deadlines apply to you, call the Plan Administrative Office at (800) 528-4357.

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Si usted gustaría una copia en español, por favor de contactar la oficina de administración de Joint Benefit Trust.

### **IMPORTANCE OF THIS DOCUMENT**

This Notice is intended to amend all JBT documents, notices, and correspondence, including (but not limited to) the Summary Plan Description (SPD). This document is a Summary of Material Modifications ("SMM") intended to notify you of important changes made to your plan of benefits. You should take the time to read this SMM carefully (and share it with your family) and keep it with your copy of the SPD. While every effort has been made to make this description as complete and as accurate as possible, this SMM, of course, cannot contain a full restatement of the terms and provisions of your JBT Plan. The Board of Trustees reserves the right, in its sole and absolute discretion, to amend, modify, terminate, or interpret and decide all matters under the Fund's Plans, or any benefits provided under the Fund's Plans, in whole or in part, at any time and for any reason.