

**FIFTH AMENDMENT TO THE INDIANA/KENTUCKY/OHIO REGIONAL COUNCIL
OF CARPENTERS WELFARE FUND
PLAN DOCUMENT EFFECTIVE JANUARY 1, 2022**

WHEREAS, the Trustees of the Indiana/Kentucky/Ohio Regional Council of Carpenters Welfare Fund Desire to amend the Plan document effective January 1, 2022;

WHEREAS, the Plan and Trust authorize the Trustees to amend the Plan from time to time;

NOW THEREFORE, the Plan is amended as follows:

1. Section 3.2(a), Chart of Benefits, is amended as follows effective January 1, 2023:

Out of Network benefits will be paid based on the Applicable Medicare Rate, defined below, instead of Reasonable and Customary rates. Therefore, any reference to “60% “UCR” in the chart of benefits is deleted and replaced with “Applicable Medicare Rate.” ~~Out of network procedures and services will be paid as follows, subject to deductible where indicated in the Plan:~~

Applicable Medicare Rate:

Professional Procedures: 100% of the applicable Medicare Rate

Institutional Procedures: 150% of the applicable Medicare Rate

Where There Is No Medicare Rate Available: 50% of actual charges

~~Treatment of COVID-19, currently listed as being covered out of network at 100% R&C, will be paid pursuant to the above.~~

2. Section 3.2(a), Chart of Benefits, is amended as follows effective March 14, 2023:

Medical Benefits	In-Network	Out-Of-Network
CORONAVIRUS/COVID-19		
COVID-19 testing as required by law	<u>100% of the negotiated rate that was in effect before the public health emergency was declared</u> <u>75% after deductible</u>	<u>60% of Applicable Medicare Rate after deductible</u> <u>100% of the lesser of the cash price listed by the provider on a public internet website or a negotiated amount</u>
As required by law, provider fee, facility fee, or items and services furnished to an individual during a health care provider visit arising	<u>100% of the negotiated rate that was in effect before the public health emergency was declared</u>	<u>60% of Medicare Rate after deductible</u> <u>100% of the lesser of the cash price listed by the provider on a public internet website or a negotiated amount</u>

from a visit which results in order for COVID-19 testing to the extent that such items/services relate to the furnishing or administration of the test or evaluation of the individual for purposes of determining need for testing.		negotiated amount
Treatment for COVID-19	100% after deductible	60% of <u>Applicable</u> Medicare Care Rate after deductible
OTC COVID-19 Testing – FDA approved tests purchased on or after January 15, 2022 <u>through December 31, 2023</u> , for personal use (e.g., not for employment purposes or resale) Maximum 8 tests per 30 day period per covered person Note: OTC COVID-19 tests covered via Pharmacy Benefit Manager.	100% coverage at retail and via direct to consumer shipping options provided by Pharmacy Benefit Manager	60% of <u>Applicable</u> Medicare Rate after deductible <u>Until in-network options in place, reimburse 100% full price of test. On or after implementation of in-network options, reimbursement per test limited to lower of \$12 or the actual price</u>

3. Effective 60-days after the expiration of the COVID-19 National Emergency, the Extension of Certain Timeframes for Employee Benefits Plans, Participants and Beneficiaries Affected by the COVID-19 Outbreak, set forth in 85 Fed. Reg. 26351 (as amended by EBSA Disaster Relief Notice 2021-01), will expire and will no longer be in effect. Therefore, the Plan will no longer disregard the Outbreak Period and the following will be deleted as follows, in relevant part:

A. Article 2, Section 2.4(a)

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~~Effective March 1, 2020, the Plan will disregard the period from March 1, 2020, until the earlier of: (1) 1 year from the date a Participant or Dependent becomes eligible for an extended deadline or (2) 60 days after the announced end of the National Emergency or such other date announced by the applicable federal agency (the “Outbreak Period”) for all Participants and Dependents in determining the above election periods.~~

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B. Article 14, Section 14.2

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~~Effective March 1, 2020, The Plan will disregard the Outbreak Period for all participants and dependents in determining the date within which a Participant may file a benefit claim.~~

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C. Article 14, Section 14.7(c)

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~~Effective March 1, 2020, The Plan will disregard Outbreak Period for all participants and dependents in determining the date within which a Participant may file an appeal of adverse benefit determination.~~

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D. Article 15, Section 15.2

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~~Effective March 1, 2020, The Plan will disregard the Outbreak Period for all participants and dependents in determining the date within which a Participant may file a request for an external review.~~

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E. Article 15, Section 15.3

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~~Effective March 1, 2020, The Plan will disregard the Outbreak Period for all participants and dependents in determining the date within which a Participant may file a request for an external review.~~

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F. Article 16, Section 16.14, Extension of Deadlines

~~Effective March 1, 2020, The Plan will disregard Outbreak Period for all participants and dependents in determining the following periods and dates:~~

(a) The 60 day election period for COBRA continuation coverage;
(b) The date for making COBRA premium payments;
(c) The date for individuals to notify the plan of a qualifying event or determination of disability, and
(d) The date for the Plan to provide a COBRA election notice.

By our signatures below, we certify that the above amendment was adopted by the Board of Trustees on 4/9, 2023.

**INDIANA/KENTUCKY/OHIO REGIONAL COUNCIL OF CARPENTERS
WELFARE FUND**


Co-Chair

W2625778


Co-Chair