U.A. Local No. 393 Benefit Funds
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NOTICE OF MATERIAL MODIFICATIONS
to the
U.A. LOCAL 393 HEALTH AND WELFARE PLAN
(As revised November 1, 2019)

TO: All PPO Participants and Eligible PPO Dependents
FROM: The Trustees of the Plan
DATE: December 7, 2021

This document is a Summary of Material Modifications ("Summary") intended to notify you of important changes made to the U.A. Local No. 393 Health and Welfare Plan ("the Plan"). You should take the time to read this summary carefully and keep it with the copy of the SPD that was previously provided to you. Please note that, in the event of conflict between this Summary and the terms of the Plan, the terms of the Plan will govern.

Effective January 1, 2022, the Trustees of the Plan have made the following changes to the Plan Rules as required by federal law:

1. **No Surprise Billing and new rules (page 43 of Formal Plan Rules) for Emergency Care and Emergency Room Treatment**

Under the *No Surprises Act,* out-of-network providers and facilities are generally prohibited from sending you a balance bill* for any eligible expenses in excess of the Plan's charges for services under the following circumstances:

- Emergency** services at an out-of-network health care facility***
- Non-Emergency services provided by an out-of-network provider at an in-network facility***
- Out-of-network air ambulance services

In addition to the protections against receiving balance bills from these out-of-network providers, your cost-sharing percentage will be the same as if you had received services from an in-network PPO provider. This means that once you have met your deductible, those cost-sharing amounts will be applied to your out-of-pocket maximum.

These special rules only apply to the types of services listed above. Other out-of-network services remain subject to the normal rules of the Plan.

*A balance bill is the amount billed by the out-of-network provider when you receive out-of-network services which are in excess of the Plan's charges for the services.

An **Emergency Medical Condition is a medical condition including a mental health condition or substance use disorder, in which an individual experiences acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in any of the conditions described below:

(a) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;

(b) Serious impairment to bodily functions; or

(c) Serious dysfunction of any bodily organ or part.

Emergency services means, with respect to **Emergency Medical Condition**:

- An appropriate medical screening examination that is within the capability of an emergency room of a hospital or independent freestanding emergency department, as applicable, including ancillary services routinely available to the emergency department to evaluate such emergency medical condition; and
- Such further medical examination and treatment as are required to stabilize the patient within the capabilities of the staff and facilities available at the hospital or the independent freestanding emergency department, as applicable (regardless of the department of the hospital in which such further examination or treatment is furnished); and
- Post-stabilization services, which are services furnished by out-of-network providers or out-of-network facilities after the patient is stabilized as part of outpatient observation or an inpatient/outpatient stay related to the emergency medical condition (regardless of the department of the hospital in which such further examination or treatment is furnished), until: (1) the treating provider or facility determines that the individual is able to travel using non-medical transportation or non-emergency medical transportation; and (2) the individual is provided with appropriate written notice to consent to out-of-network treatment and gives informed consent to such out-of-network treatment.

*** These rules will not apply in circumstances if you consent to receive treatment from an out-of-network provider for either post-stabilization treatment or non-emergency treatment at an in-network facility. If that happens, as with other out-of-network services, you will be responsible for payment of the applicable out-of-network coinsurance, as well as any balance bills for amounts in excess of the Plan's charges for those services.

2. Continuity of Care

If you or your dependent are currently receiving certain treatments (as listed below) and your provider has a change in its contractual relationship with Anthem (such as changing from an in-network provider to an out-of-network provider) then you or your dependent may request to continue to have such services provided under that current provider and under the same terms and conditions as if no contractual change had occurred, for up to 90 days, or until you or your dependent no longer qualify for continuing care, whichever is earlier.

You are eligible for continuity of care if you are receiving the following treatments:

- serious and complex conditions
- course of institutional or inpatient care
- scheduled nonelective surgery including post-operative care
- course of treatment for pregnancy
- terminal illness

3. Anthem Provider Directory

Anthem will maintain a provider directory, which will be updated every 90 days, which will specify if a provider or facility is in-network or out-of-network. Anthem will also respond to any inquiries about the network status of any provider or facility within 1 business day. If you or your dependent receive inaccurate information from Anthem or the Trust Fund Office about a provider or facility's network status, then you or your dependent will only be responsible for the in-network coinsurance for the services inquired about.

Questions

If you have any questions about this or any other provision of your health and welfare coverage please call the Trust Fund Office at (408) 588-3751 or the Member Advocate at (408) 225-3030 ext. 26.