

**SUMMARY OF MATERIAL MODIFICATION
AND
AMENDMENT #1
TO THE
EGYPTIAN AREA SCHOOLS
EMPLOYEE HDHP MEDICAL BENEFIT PLAN**

This Summary of Material Modification and Amendment describes changes to the Egyptian Area Schools Employee HDHP Medical Benefit Plan effective September 1, 2013. These changes are **effective as of the dates indicated below** and will remain in effect until amended in writing by the Plan Administrator.

This document should be read carefully and attached to the Plan Document and Summary Plan Description. Please contact the Plan Administrator identified in the Summary Plan Description if you have any questions regarding the changes described in this Summary of Material Modification.

Board of Managers of the Egyptian Area Schools Employee Benefit Trust (the "Plan Sponsor") is amending the Egyptian Area Schools Employee HDHP Medical Benefit Plan (the "Plan") as follows:

EFFECTIVE SEPTEMBER 1, 2013

- 1: *The **HealthCare Blue Book Program** is hereby added to the Plan as **Exhibit A** attached hereto and made a part hereof.*
- 2: *The Plan is clarifying the Physical Therapy eligible medical expense. As such, **Number (39) - Physical Therapy** under the **Eligible Medical Expenses** section is hereby deleted and replaced with the following:*
 - (39) **Physical Therapy:** Physical therapy rendered by a registered Physical Therapist on the written orders of a Physician for therapeutic treatment of a covered illness or injury which is subject to significant improvement through short term therapy. Maintenance Therapy will not be considered eligible. Eligible expenses will be payable as shown in the Medical Schedule of Benefits. **Please note the pre-certification requirements and penalties for physical therapy.**

EFFECTIVE SEPTEMBER 23, 2013

HIPAA Privacy and Security Practices

*To comply with the amended HIPAA Privacy and Security Practices effective September 23, 2013, **Appendix A – Notice of Privacy Practices** is hereby deleted and replaced with **Exhibit B**.*

EFFECTIVE SEPTEMBER 1, 2014

1: Annual Dollar Limits on Essential Health Benefits

- (a) *The Calendar Year maximum of \$36,000 for autism and autism spectrum disorders is hereby deleted.*
- (b) *The Plan considers the following items or services to be non-Essential Health Benefits whether such services are covered under the Plan or not: (1) Skeletal Adjustment and (2) Infertility (Assisted Reproduction Techniques).*

All other services covered under the Plan will be considered Essential Health Benefits.

2: Out-of-Pocket Maximum and Affordable Care Act (ACA) Cost Share Maximum

The following sections in the Plan are amended for the addition of a new ACA Cost Share Out-of-Pocket Maximum for In-Network expenses.

*The **Copay** and **Out-of-Pocket Maximum** sections under **General Overview of the Plan** are hereby deleted and replaced with the following:*

GENERAL OVERVIEW OF THE PLAN

Copay

A Copay is the portion of the medical expense that is your responsibility, as shown in the Medical Schedule of Benefits. A Copay is applied for each occurrence of such covered medical service and is not applied toward satisfaction of the Deductible.

Out-of-Pocket Maximum

An Out-of-Pocket Maximum is the maximum amount you and/or all of your family members will pay for eligible expenses Incurred during a Calendar Year before the percentage payable under the Plan increases to 100%.

The individual Out-of-Pocket Maximum applies to a Covered Person with single coverage. When a Covered Person reaches his or her Out-of-Pocket Maximum, the Plan will pay 100% of additional eligible expenses for that individual during the remainder of that Calendar Year.

The family Out-of-Pocket Maximum applies collectively to all Covered Persons in the same family. The family Out-of-Pocket Maximum is the maximum amount that must be satisfied by covered family members during a Calendar Year. The entire family Out-of-Pocket Maximum must be satisfied; but no individual in a family is required to contribute more than the single Out-of-Pocket amount to the family Out-of-Pocket Maximum. When the family reaches the family Out-of-Pocket Maximum, the Plan will pay 100% of covered expenses for any Covered Person in the family during the remainder of that Calendar Year.

Your Out-of-Pocket Maximum may be higher for Non-Network Providers than for Network Providers. Please note, however, that not all Covered Expenses are eligible to accumulate toward your Out-of-Pocket Maximum. The types of expenses which are not eligible to accumulate toward your Out-of-Pocket Maximum, ("non-accumulating expenses") include:

- (1) Copays, including Prescription Drug Copays.
- (2) Precertification penalties.
- (3) Charges over Usual and Customary Charges for Non-Network Providers.
- (4) Coinsurance for all Mental Disorders/Alcohol and/or Substance Use Disorders.
- (5) Coinsurance for treatment outside the Designated Area.
- (6) Charges for transplants outside the Network.
- (7) Charges for surgical procedures for morbid obesity outside the Network.
- (8) Charges for chiropractic care.
- (9) Expenses this Plan does not cover.
- (10) Amounts in excess of the Lifetime or Calendar Year maximums.
- (11) Charges for services by Tier 4 providers.

Reimbursement for these non-accumulating expenses will continue at the percentage payable shown in the Schedule of Benefits, subject to the Plan maximums.

ACA Cost Share Out-of-Pocket Maximum

This is a new limit which applies only to Network (Tier 1 and Tier 2) expenses. The types of expenses which are eligible to accumulate towards the ACA Cost Share Out-of-Pocket Maximum include:

- (1) All Network Deductibles and Coinsurance that applies to the Out-of-Pocket Maximum.
- (2) All Network Coinsurance for all Mental Disorders/Alcohol and/or Substance Use Disorders.
- (3) All Network Medical Copay amounts.
- (4) Emergency Room Services for Non-Network Providers.

The Plan will not reimburse any expense that is not a Covered Expense. In addition, you must pay any expenses that are in excess of the Usual and Customary Charges for Non-Network Providers and any penalties for failure to comply with requirements of the Medical Management Program section of the Plan (if applicable) or any other penalty that is otherwise stated in this Plan. This could result in you having to pay a significant portion of your claim. None of these amounts will accumulate toward your Out-of-Pocket Maximum.

Once you have paid the applicable Out-of-Pocket Maximum for eligible expenses Incurred during a Calendar Year, the Plan will reimburse additional eligible expenses Incurred during that year at 100%.

If you have any questions about whether an expense is a Covered Expense or whether it is eligible for accumulation toward your Out-of-Pocket Maximum or the ACA Cost Share Out-of-Pocket Maximum, please contact a Care Coordinator at 1-855-452-9997.

3: The Result of not following the coordinated process of care section under *Medical Management Program* is hereby deleted and replaced with the following:

MEDICAL MANAGEMENT PROGRAM

Result of not following the coordinated process of care

Failure to comply with the Care Coordination "process of care" may result in reduction or loss in benefits. The Penalties for Not Obtaining Pre-certification section specifies applicable penalties. Charges you must pay due to any penalty for failure to follow the care coordination process are not covered by the Plan and do not count toward satisfying any deductible, co-insurance or out-of-pocket limits of the Plan.

4: The following provision is added under the Miscellaneous Information section of the Plan to read as follows:

MISCELLANEOUS INFORMATION

Certificates of Creditable Coverage

The Plan will automatically provide a Certificate of Creditable Coverage to anyone who loses coverage under the Plan before December 31, 2014. In addition, until December 31, 2014 (or later, to the extent required under applicable law), a Certificate of Creditable Coverage will be provided upon request at any time while the individual is covered under the Plan and up to 24 months after the individual loses coverage under the Plan.

The Plan will make reasonable efforts to collect information about any Dependents and to include that information on the Certificate of Creditable Coverage, but the Plan will not issue an automatic Certificate of Creditable Coverage for Dependents until the Plan has reason to know that a Dependent has lost coverage under the Plan.

All questions about the Certificate of Creditable Coverage may be directed to the Plan Administrator. Refer to the General Plan Information page.

5: The following section is hereby added under the Prescription Drug Card Program section to read as follows:

Certain Vaccines Under the Prescription Drug Card Program: Certain vaccines will now be covered under the prescription drug card benefit. These will be covered at CVS Caremark Participating pharmacies at 100% when they qualify as recommended preventive benefits under the Affordable Care Act guidelines. In addition, the Plan will cover these vaccines at 100% up to specified dollar amounts when they are provided by Non-Network Providers. The Non-Network Provider allowed amounts for the approved vaccines are:

- Pneumonia - \$85;**
- Zoster (Zostavax) for Shingles - \$200;**
- Tetanus, Diphtheria Toxoids - \$40;**
- Hepatitis A and B - \$100;**
- Combined Tetanus, Diphtheria and Pertussis (Tdap) - \$55**

All other provisions of this Plan shall remain unchanged.

In Witness Whereof, Board of Managers of the Egyptian Area Schools Employee Benefit Trust has caused this Amendment to take effect, be attached to, and form a part of their Plan.

	3-13-15	Chairman
Authorized Signature	Date	Title

Witness	Date	Title