

MASON TENDERS' DISTRICT COUNCIL WELFARE FUND

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IMPORTANT NOTICE END OF COVID-19 PUBLIC HEALTH EMERGENCY AND NATIONAL EMERGENCY: IMPACT ON YOUR HEALTH BENEFITS AND CERTAIN FUNDS' DEADLINES

To: Fund Participants and Covered Family Members

From: Board of Trustees
Mason Tenders' District Council Welfare Fund

Date: May 2023

End of Public Health Emergency – Impact on your Health Benefits

The Biden Administration announced that it intends to end the COVID-19 Public Health Emergency (PHE) on May 11, 2023. During the PHE, there have been certain health coverage mandates related to COVID-19 testing and vaccines. When the PHE ends, these requirements will no longer be in place, and there will be some changes to the Welfare Fund's COVID-19-related benefits, as follows:

Managed Choice Plan		
	During the emergency period	Starting May 12, 2023
COVID-19 vaccines, including boosters	No charge for the vaccine when received at either in-network or out-of-network providers.	<p>No charge for the vaccine received at an in-network provider.</p> <p>20% coinsurance for the vaccine received at an out-of-network provider. Subject to out-of-network deductible.</p> <p>Note that your out-of-network cost to receive the COVID-19 vaccination may be initially lower due to the current supply of the government funded vaccines. Once the federal supply is exhausted, normal Plan cost-share for out-of-network administration will apply.</p>
COVID-19 at-home test kits, also known as over-the-counter, or OTC test kits	<p>Coverage of eight (8) OTC COVID-19 test kits per month. No charge when received in-network.</p> <p>Reimbursement of up to \$12 per test kit when received out-of-network.</p>	<p>Coverage of two (2) OTC COVID-19 test kits per month. No charge when received in-network.</p> <p>Reimbursement of up to \$12 per test kit when received out-of-network.</p>

COVID-19 diagnostic tests	No charge for lab tests, including rapid diagnostic and swab-and-send tests, performed by either in-network or out-of-network providers.	No charge for COVID-19 diagnostic testing performed by an in-network provider. 20% coinsurance for COVID-19 diagnostic testing performed by an out-of-network provider. Subject to out-of-network deductible.
COVID-19 test related office visits including telemedicine, urgent care, emergency and office visits.	No charge for COVID-19 test related visits at either in-network or out-of-network providers.	\$20 copay for COVID-19 test related office, urgent care or telehealth visit to an in-network provider. 20% coinsurance for COVID-19 test related office, urgent care or telehealth visit to an out-of-network provider. Subject to out-of-network deductible. \$100 copay for COVID-19 test related emergency room visit to either an in-network or an out-of-network provider. Not subject to deductible. <i>Note: Emergency room visits are covered only for Emergency Medical Conditions.</i>

Traditional Choice Plan		
	During the emergency period	Starting May 12, 2023
COVID-19 vaccines, including boosters	No charge for the vaccine when received at either in-network or out-of-network providers.	No charge for the vaccine received at an in-network provider. 20% coinsurance for the vaccine received at an out-of-network provider. Subject to out-of-network deductible. Note that your out-of-network cost to receive the COVID-19 vaccination may be initially lower due to the current supply of the government funded vaccines. Once the federal supply is exhausted, normal Plan cost-share for out-of-network administration will apply.
COVID-19 at-home test kits, also known as over-the-counter, or OTC test kits	Coverage of eight (8) OTC COVID-19 test kits per month. No charge when received in-network. Reimbursement of up to \$12 per test kit when received out-of-network.	Coverage of two (2) OTC COVID-19 test kits per month. No charge when received in-network. Reimbursement of up to \$12 per test kit when received out-of-network.
COVID-19 diagnostic tests	No charge for lab tests, including rapid diagnostic and swab-and-send tests, performed by either in-network or out-of-network providers.	20% coinsurance for COVID-19 diagnostic testing performed by either an in-network or out-of-network provider. Out-of-network services subject to out-of-network deductible.

COVID-19 test related office visits including telemedicine, urgent care, emergency and office visits.	No charge for COVID-19 test related visits at either in-network or out-of-network providers.	20% coinsurance for COVID-19 test related office, urgent care or telehealth visit to either an in-network or out-of-network provider. Out-of-network services subject to out-of-network deductible. 20% coinsurance for COVID-19 test related emergency room visit to either an in-network or an out-of-network provider. Not subject to deductible. <i>Note: Emergency room visits are covered only for Emergency Medical Conditions.</i>
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End of National Emergency – Impact on Certain Funds’ Deadlines

As explained in prior notices from the Funds, early during the COVID-19 pandemic the federal government announced that employee benefit plans (like the Funds) were required to extend the usual deadlines for requesting special enrollment in health plans, filing claims and appeals, and making COBRA elections and payments. Specifically, the applicable periods were “tolled” until 60 days after the end of the COVID-19 National Emergency, for a period of up to one year.

The National Emergency ended on April 10, 2023, and in accordance with government guidance, the above deadlines will no longer be extended as of July 11, 2023.

As an example, if a participant got married on March 1, 2023, the normal special enrollment period to enroll the new spouse in the Welfare Fund would end 30 days after the date of marriage. However, due to the tolling of the enrollment period through July 10th, the participant has until 30 days after July 10th (August 9th) to enroll the spouse in the Welfare Fund. As another example, if a participant’s child aged out of medical coverage and received a COBRA election notice on April 1, 2023, the 60-day period to elect COBRA coverage will end on September 8, 2023 (60 days after July 10th), because the tolled period does not count toward the 60-day COBRA election period.

There is no extension of deadlines for events occurring on and after July 10th. For example, if you get married on July 10th (or later) you must enroll your spouse in the Welfare Fund within 30 days of the date of marriage.

If you have questions regarding the specific deadline that applies to your special enrollment right, claim or appeal (under any of the Funds), or COBRA election or payments, please contact the Funds’ Office at 212-452-9700.

This Notice is intended to provide you with an easy-to-understand description of certain important changes to the Fund's benefits and rules. While every effort has been made to make this description as complete and accurate as possible, this Notice, of course, cannot contain a full restatement of the terms and provisions of the plan. For a full description of your rights under the Fund, please refer to the plan documents (including the Summary Plan Description). If any conflict should arise between this Notice and the plan documents, or if any point is not discussed in this Notice or is only partially discussed, the terms of the plan documents (including the Summary Plan Description) will govern in all cases.

The Board of Trustees reserves the right, in its sole and absolute discretion, to amend, modify or terminate the Fund, or any benefits provided under the Fund, in whole or in part, at any time and for any reason, in accordance with the amendment procedures established under the plan and the trust agreement establishing the plan. The formal plan documents and trust agreement are available at the Fund Office and may be inspected by you during normal business hours. No individual other than the Board of Trustees (or its duly authorized designee) has any authority to interpret the plan documents, make any promises to you about benefits under the plan, or to change any provision of the plan. Only the Board of Trustees (or its duly authorized designee) has the exclusive right and power, in its sole and absolute discretion, to interpret the terms of the plan and decide all matters arising under the plan.