## NOTICE OF SUMMARY MATERIAL MODIFICATION

Dear Participant and Beneficiaries,

This summary of material modification ("SMM") describes changes to Grace Cottage Medical Insurance ("Plan") and supplements the Summary Plan Description ("SPD") for the Plan. The effective date of each of these changes is indicated below. You should read this SMM very carefully and retain this document with your copy of the SPD for future reference.

If this summary has been delivered to you by electronic means, you have the right to receive a written summary and may request a copy of this on a written paper document at no charge by contacting the plan administrator.

## Benefit Plan Impacted: Medical Insurance

## **Reason for SMM**

- Provisions that establish new conditions or requirements
- Modifications that narrow or expand the circumstances under which benefits are paid

## Effective Date of Material Modification: 01/01/2021

### **Summary of Changes:**

Please see the attached document for a description of changes impacting your benefits or participation.

## **Additional Information:**

Refer to your Summary Plan Description (SPD) for details of your benefit plans. If you have questions regarding this modification, contact the Plan Administrator at: Grace Cottage. Jennifer Newman 185 Grafton Road, Townshend, VT 05353 jnewman@gracecottage.org (802) 365-3632

## **General Plan Information:**

Plan Name: Grace Cottage's Health & Welfare Benefit Plan Plan Number: 505 Plan Sponsor/Plan Administrator: Grace Cottage

#### GRACE COTTAGE EMPLOYEE GROUP MEDICAL PLAN(S) SUMMARY OF MATERIAL MODIFICATIONS

The Medical Benefit Plan(s) offered by Grace Cottage and administered by Health Plans, Inc. are amended to include a revised definition of Allowed Amount to clarify how payment for Out-of-Network Emergency Care services is made under the Plans; and to clarify that the Plan excludes claims related to state-mandated auto insurance for which the policy provides optional coverage to the extent the Covered Person elects such optional coverage; and to reflect revised administrative practices related to precertification requirements for chemotherapy and radiation therapy services. The provisions below are in addition to and supersede any contrary provisions detailed in the Plan Document(s) and/or Summary Plan Descriptions.

# The Plan(s) are hereby amended to update the provisions below, effective as of the date specified for each provision:

#### The current definition of Allowed Amount is replaced with the following:

Allowed Amount – the maximum amount the Plan will pay an Out-of-Network Provider for Covered Services minus any applicable Coinsurance, Co-payment or Deductible a Covered Person may be responsible for under the Plan. Covered Persons may be responsible for paying the balance of these claims after the Plan pays its portion, if any. The Allowed Amount for services received from an Out-of-Network Provider depends upon where the services are provided.

#### Out-of-Network non-Emergency Care Received In New England

If non-Emergency Care is received from an Out-of-Network Provider in New England, the Allowed Amount is defined as follows:

An amount that is consistent with historically accepted reimbursements, commercial pricing benchmarks, accepted Medicare rates, preferred provider contractual reimbursements and geographic adjustments

#### Out-of-Network non-Emergency Care Received Outside New England

If non-Emergency Care is received from an Out-of-Network Provider located outside of New England, payment of the Allowed Amount is applied based on the following order of payment:

- Fee(s) that are negotiated with the Physician or facility;
- 200% of the published rates allowed by the Centers for Medicare and Medicaid Services (CMS) for Medicare for the same or similar service within the geographic area; or
- 50% of the billed charges

The specific reimbursement formula used for services provided by an Out-of-Network Provider located outside of New England will vary depending upon the Physician or facility providing the service(s) and the type of service(s) received.

#### Out-of-Network Emergency Care

If Emergency Care is received in the emergency department of an Out-of-Network Hospital, the Plan will cover the services at the In-Network Deductible, Co-payment and Coinsurance levels, as applicable, and the Out-of-Network Provider will be paid an Allowed Amount defined as an amount based on either: i) a discount agreement; ii) a provider network rate; or iii) a negotiated amount. If the claim cannot be priced at one of the foregoing amounts, the Allowed Amount will be paid at billed charges. **Effective January 1, 2018** 

#### The following provisions related to mandatory no-fault automobile insurance are replaced with the following:

#### MEDICAL LIMITATIONS AND EXCLUSIONS

Expenses incurred in connection with an automobile accident for which benefits payable hereunder are, or would be otherwise covered by, mandatory no-fault automobile insurance or any other similar type of personal injury insurance required by state or federal law, without regard to whether or not the Covered Person actually had such mandatory coverage. Any claims which arise in connection with an automobile accident for which the policy provides an option for medical coverage are excluded to the extent the Covered Person elects such optional medical coverage. This exclusion does not apply if the injured Covered Person is a passenger in a non-family owned vehicle or a pedestrian.

#### **COORDINATION OF BENEFITS**

#### Vehicle Limitation

When medical payments are available under any vehicle insurance, this Plan shall pay excess benefits only, without reimbursement for vehicle plan and/or policy deductibles. This Plan shall always be considered secondary to such plans and/or policies and will exclude benefits subject to the Medical Limitations and Exclusions provisions set forth in this Plan. This applies to all forms of medical payments under vehicle plans and/or policies regardless of their names, titles or classifications. **Effective January 1, 2021** 

#### Precertification requirements for chemotherapy and radiation therapy services are revised as follows:

- Precertification is not required for chemotherapy support drugs; precertification is required for all other chemotherapy services, including services administered in a physician's office
- Precertification is required for Intensity-Modulated Radiation Therapy (IMRT) Effective October 1, 2021

Accepted by: **Grace** Cottage Authorized Signature ewman

**Print Name** 

Director of HR Title 9/27/2021

Date