

**AMENDMENT #2**  
**TO THE**  
**PLAN DOCUMENT/SUMMARY PLAN DESCRIPTION**  
**FOR THE**  
**HEALTH BENEFIT PLAN FOR EMPLOYEES OF CITY OF MISSOULA - GROUP 2000203**

Effective January 1, 2021, the Health Benefit Plan for Employees of City of Missoula is amended as follows:

Within **"SCHEDULE OF MEDICAL BENEFITS"**, **"COVID-19 VACCINE"** is added following **"COLONOSCOPY BENEFIT - ROUTINE OR DIAGNOSTIC"**:

TYPE OF SERVICE / LIMITATIONS	BENEFIT PERCENTAGE	
	PPO	NON-PPO
<b>COVID-19 VACCINE</b>		
	<i>100%, Deductible Waived</i>	<i>100%, Deductible Waived</i>
<i>The Non-PPO benefit is effective 15 days after a COVID-19 vaccine receives emergency approval by the FDA through the duration of the Declared National Emergency.</i>		

Within **"MEDICAL BENEFITS"**, **"RESIDENTIAL TREATMENT"** is replaced as follows:

RESIDENTIAL TREATMENT FACILITY

Coverage includes charges made by a Residential Treatment Facility for treatment of Mental Illness or for treatment of Alcoholism and/or Chemical Dependency, provided the Alcoholism and/or Chemical Dependency Treatment Facility and program meet ASAM level 3.5 **3.3** or higher criteria. Residential care Room and Board charges are covered in lieu of Inpatient Room and Board charges provided the patient would meet criteria for an Inpatient admission.

Residential treatment is utilized to provide structure, support and reinforcement of the treatment required to reverse the course of behavioral deterioration.

Within **"MEDICAL BENEFIT EXCLUSIONS"**, item 10 is replaced as follows:

10. Charges for dental treatment on or to the teeth, the nerves or roots of the teeth, gingival tissue or alveolar processes; however, benefits will be payable for treatment required because of Accidental Injury to natural teeth ~~sustained while covered~~. Such Expenses must be Incurred within six (6) months of the date of accident. This exception will not in any event be deemed to include charges for treatment for the repair or replacement of a denture.

Within **"CONTINUATION COVERAGE AFTER TERMINATION"**, **"OPTIONS OTHER THAN COBRA CONTINUATION COVERAGE"** is added following **"WHEN COBRA CONTINUATION COVERAGE ENDS"** and **"QUESTIONS"** is replaced as follows:

OPTIONS OTHER THAN COBRA CONTINUATION COVERAGE

*Instead of enrolling in COBRA Continuation Coverage, there may be other coverage options for Employees and their enrolled Dependents through the Health Insurance Marketplace, Medicaid or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period". Some of these options may cost less than COBRA Continuation Coverage. For more information visit [www.HealthCare.gov](http://www.HealthCare.gov).*

*In general for a person who is still employed, if enrollment in Medicare Part A or Part B is not made when first eligible, after the Medicare initial enrollment period, there is an 8-month special enrollment period to sign up for Medicare Part A or Part B, beginning on the earlier of:*

- 1. The month after employment ends; or*
- 2. The month after group health plan coverage based on current employment ends.*

*A Covered Person who elects COBRA Continuation Coverage instead of enrolling in Medicare may result in a significant surcharge by Medicare for late enrollment in Part B and there may be a gap in coverage if enrolling for Part B at a later time. If a Covered Person elects COBRA Continuation Coverage and later enrolls for Medicare Part A or Part B before the COBRA Continuation Coverage ends, the Plan may terminate COBRA Continuation Coverage for this individual. However, if Medicare Part A and Part B is effective on or before the date of the COBRA election, COBRA Continuation coverage may not be discontinued on account of Medicare entitlement, even if enrollment is made in the other part of Medicare after the date of the election of COBRA Continuation Coverage.*

*If enrolling in both COBRA Continuation Coverage and Medicare, Medicare will generally pay first (primary payer) and COBRA Continuation Coverage will pay second (secondary payer). Certain plans may pay as if secondary to Medicare, even if not enrolled in Medicare.*

*For more information visit <https://www.medicare.gov/medicare-and-you>.*

#### QUESTIONS

Any questions about COBRA Continuation Coverage should be directed to Allegiance COBRA Services, Inc.; P.O. Box 2097; Missoula, MT 59806 or contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa). *For more information about the Marketplace visit [www.HealthCare.gov](http://www.HealthCare.gov).*

Within "**GENERAL DEFINITIONS**", "EMERGENCY" is replaced and "PARTIAL HOSPITALIZATION" is added alphabetically as follows:

#### EMERGENCY

~~"Emergency" means a medical condition manifesting itself by acute symptoms which occur suddenly and unexpectedly and for which the Covered Person receives medical care no later than 48 hours after the onset of the condition. Emergency is any medical condition for which a reasonable and prudent layperson, possessing average knowledge of health and medicine, would expect that failure to seek immediate medical attention would result in death, more severe or disabling medical condition(s), or continued severe pain without cessation in the absence of medical treatment. Emergency may include, but is not limited to, severe injury, hemorrhaging, poisoning, loss of consciousness or respiration, fractures, convulsions, injuries reasonably likely to require sutures, severe acute pain, severe burns, prolonged high fever and symptoms normally associated with heart attack or stroke.~~

~~"Emergency" will specifically exclude usual out-patient treatment of childhood diseases, flu, common cold, pre-natal examinations, physical examinations and minor sprains, lacerations, abrasions and minor burns, and other medical conditions usually capable of treatment at a clinic or doctor's office during regular working hours.~~ *"Emergency" means acute symptoms that a prudent layperson, possessing average knowledge of health and medicine, would expect that the absence of medical attention would place the individual's health in serious jeopardy, or seriously impair body functions, organs or parts.*

PARTIAL HOSPITALIZATION

*"Partial Hospitalization" means care in a day care or night care facility for a minimum of twenty (20) hours per week, during which therapeutic clinical treatment is provided.*

Nothing in this amendment is deemed to change any other provision of the Plan Document of which it becomes a part.



CITY OF MISSOULA

BY:

MAYOR

ASSET:

CITY CLERK

ACCORD:

CITY ATTORNEY