Temporary Plan Amendment

To Provide COVID-19 Coverage Required Under FFCRA and the CARES ACT, as amended from time to time (collectively, the "Federal COVID Coverage Law")

The Evidence of Coverage, including the Handbook, Schedule of Benefits, Prescription Drug Brochure, and other applicable Plan Documents, (the “Plan”) is amended to provide coverage with respect to expenses incurred in connection with the testing for, and treatment of, COVID-19 to the full extent required by the Federal COVID Coverage Law and as administered by Harvard Pilgrim Health Care. The enclosed information serves as an official summary of material modification for the Plan.

This amendment shall be effective on the date required by the Federal COVID Coverage Law for such coverage to be provided by the Plan (the “COVID-19 Coverage Effective Date”) or such other date as determined by Harvard Pilgrim Health Care, whichever is earlier. The amendment will remain in effect temporarily through the COVID-19 emergency period or such later date as agreed to by Harvard Pilgrim Health Care and school.¹

A. To the extent either required or permitted by the Federal COVID Coverage Law or as otherwise administered by Harvard Pilgrim Health Care, the Plan is hereby amended to include the following provisions 1. through 3.:

1. COVID-19 testing is covered with no Member Cost Sharing (no copays, deductibles or coinsurance).
2. All telemedicine services, including COVID-19 related services, are covered with no Member Cost Sharing (no copays, deductibles, or coinsurance). Telemedicine services are covered when Medically Necessary and clinically appropriate.

B. The Plan’s Eligibility Provisions May Have Been Amended to add the following:

1. As identified in the school’s furlough policies, eligibility is expanded as a result of the COVID-19 pandemic. You should confirm eligibility under this provision with your Plan Sponsor.

C. Automatic Amendment to Comply with the Federal COVID Coverage Law.

1. To the extent the Federal COVID Coverage Law imposes additional requirements, the Plan shall be automatically amended to comply with those requirements.

IN WITNESS WHEREOF, the Employer has caused this Temporary Plan Amendment to be executed in its name and on its behalf by its duly authorized officer, effective on the COVID-19 Coverage Effective Date or such date as determined by Harvard Pilgrim Health Care, whichever is earlier. Except as expressly provided above, the Plan shall not be otherwise modified or amended by this Temporary Plan Amendment.

¹ “Emergency period” as defined in (1)(B) of section 1135(g) of the Social Security Act (SSA).