AMENDMENT #12

to the Plan Document/Summary Plan Description for the Teamsters Security Fund For Southern Nevada-Hotel And Casino Workers that was effective October 1, 2014

Effective March 1, 2020, the Plan Document/Summary Plan Description is amended as follows:

Article III. Eligibility, Section. B. Bargaining Unit Employees is amended to add the following new text shown in italics:

Section B. Bargaining Unit Employees.

- 1. **Employee Eligibility**. You are eligible for health and welfare benefit coverage if your employer is required to make contributions to the Plan on your behalf as required by Collective Bargaining Agreement or other written agreement.
- 2. When You Become Eligible. You will be eligible for benefits on the first day of the month after the receipt of three (3) consecutive months' contributions. You must also complete an enrollment card to be eligible for benefits.
- 3. Breaks in Covered Employment.
 - (a) Participants who lose eligibility for more than 30 days will be required to satisfy the initial eligibility rule, which is the Plan's receipt of three (3) consecutive months of contributions, before coverage can resume. This 30-day break rule will also apply to Non-Medicare Retirees who return to active employment.
 - (b) Participants are permitted to make COBRA payments to avoid a break in coverage.
 - (c) During the COVID-19 National Emergency Coverage Extension Period (as defined in Article XVI. Section W and Article XVIII Section A. 48), any employee eligible who receives emergency coverage will not incur a break of coverage during such coverage period.
- 4. If an eligible Employee takes employment with another participating employer and does not lose eligibility under this Plan, the Employee will be eligible on the first day of the month following receipt of the first contribution to the Plan from the new employer on the Employee's behalf. However, if an Employee performs services for more than one participating employer, the Employee will not be entitled to Plan benefits greater than those that would apply if services were performed for only one participating employer.

Article III. Eligibility, Section K., Termination of Coverage, Subsection 1 is amended to add the following new text shown in italics:

Section K. Termination of Coverage.

See also the COBRA provisions of this Plan for information on temporarily self-paying for benefits after coverage ends under this Plan.

- 1. Employees. Your coverage will end on the earliest of the:
 - (a) Termination date of the Plan, or for a particular benefit, the termination date of the benefit;
 - (b) Date of your death;
 - (c) End of the period for which the last required contribution was made, except during the COVID-19 National Emergency Coverage Extension Period as set forth in Article XVI. Section W;
 - (d) End of the period for which an employer has paid a contribution on your behalf;
 - (e) The date on which you enter full-time military armed forces of any country; or
 - (f) End of the month in which your eligibility ends.

Article XVI. COBRA: Temporary Continuation of Coverage is amended to add the following new Section W. as shown in italics:

Section W. Continuation Of Health Care Coverage During COVID-19 National Emergency Coverage Extension Period

1. Entitlement to Emergency Coverage: In light of the extraordinary events that have occurred to combat the spread of 2019 novel coronavirus ("COVID-19"), including the declaration of a National Emergency by the federal government and the temporary closure of Las Vegas area casinos, schools and other facilities, the trustees have approved a temporary period for trust-covered continuation of coverage for eligible employees. This continuation of coverage is available only for eligible employees who are laid off, terminated or for whom employer contributions otherwise end during the period beginning on March 5 and ending on March 31, 2020, or is otherwise terminated in connection with the National Emergency for COVID-19. Such eligible employees will remain eligible for coverage from March 1, 2020 through June 30, 2020 (the "COVID-19 National Emergency Coverage Extension Period"). Thereafter, the plan's existing terms for eligibility, termination of coverage and COBRA continuation of coverage will apply.

Article V. Schedule of Medical PPO Plan Benefits, the "Overall Annual Deductible" row is amended to add the following new text as shown in italics:

ARTICLE V. SCHEDULE OF MEDICAL PPO PLAN BENEFITS

This chart explains the benefits payable by the Plan. See also the Medical PPO Plan Exclusions and Definitions Articles of this document for important information. All benefits are subject to the deductible except where noted. *IMPORTANT: Out-of-Network providers are paid according to the Allowable Expense as defined in the Definitions Article and could result in balance billing to you.

Benefit Description	Explanations and Limitations	In-Network	Out-of- Network*
Overall Annual Deductible for the Medical Plan The deductible is the amount you must pay each calendar year before the Plan pays benefits. The amount applied to the deductible is the lesser of billed charges or the amount considered to be an Allowable Expense under this Plan.	 Note that these deductibles are NOT interchangeable. This means you may not use any portion of an In-Network deductible to meet an Out-of-Network deductible and vice versa. Certain other benefits outlined in this Schedule may also have a benefit-specific deductible in addition to this overall annual medical plan deductible. Covid-19 Test and Covid-19 Related Services will not be subject to the Deductible during the COVID-19 National Emergency Period. 	\$500 per person \$1,500 per family	\$1,500 per person \$4,500 per family

Article V. Schedule of Medical PPO Plan Benefits, the "Laboratory Services (Outpatient)" row is amended to add the following new text as shown in italics:

ARTICLE V. SCHEDULE OF MEDICAL PPO PLAN BENEFITS

This chart explains the benefits payable by the Plan. See also the Medical PPO Plan Exclusions and Definitions Articles of this document for important information. All benefits are subject to the deductible except where noted. *IMPORTANT: Out-of-Network providers are paid according to the Allowable Expense as defined in the Definitions Article and could result in balance billing to you.

Definitions Article and could result in balance billing to you.				
Benefit Description	Explanations and Limitations	In-Network	Out-of- Network*	
<u>Laboratory Services</u> (Outpatient)	Covered only when ordered by a Physician or Health Care Practitioner.	After deductible	After deductible	
Technical and professional fees.	 Inpatient Laboratory Services are covered under the Hospital Services section of this Schedule of Medical PPO Plan Benefits. 	met, you pay a \$5 copay per visit.	met the Plan pays 50% of allowable	
	 Some laboratory services are payable under the Wellness benefits in this Schedule. 	per visit.	expenses.	
	 Coverage of Covid-19 Testing and Covid-19 Related Services is effective only for services received during the COVID-19 National Emergency Period. 	Covid-19 Test related visit: 100%, no deductible	Covid-19 Test related visit: 100%, no deductible	

Article V. Schedule of Medical PPO Plan Benefits, the "Emergency Room Facility, Urgency Care Facility" row is amended to add the text in italics and delete the text in strike-through:

ARTICLE V. SCHEDULE OF MEDICAL PPO PLAN BENEFITS This chart explains the benefits payable by the Plan. See also the Medical PPO Plan Exclusions and Definitions Articles of this document for important information. All benefits are subject to the deductible except where noted. *IMPORTANT: Out-of-Network providers are paid according to the Allowable Expense as defined in the Definitions Article and could result in balance billing to you. **Benefit Description Explanations and Limitations** In-Network **Out-of- Network* Emergency Services in an** Emergency Services in **Emergency Room Facility,** See also the definition of "Emergency Care" in **Emergency** an Emergency Room: **Urgent Care Facility** the Definitions Article. After deductible met, you Room: After deductible The ER visit copayment will be waived if you pay a Hospital emergency room (ER) met, you pay a \$25 copay/visit. for "emergency services" (as are subsequently and immediately \$25 copay/visit. hospitalized. that term is defined in this **Emergency Room** Plan). IMPORTANT NOTE: For non-emergency but **Emergency Room** Physician for medically necessary services received in Urgent Care facility. Common Physician for Emergency **Emergency Services:** an emergency room the Plan pays a medical conditions that may Services: After deductible met, you maximum of \$75 per visit, including all be appropriate for a Physician After deductible pay a office or Urgent Care facility related services. \$25 copay/visit. met, you pay a (instead of an Emergency \$25 copay/visit. There is no requirement to precertify (obtain Room) include, but are not **Urgent Care Facility:** prior authorize authorization) the use of a limited to, fever, sore throat, **Urgent Care Facility:** After deductible met the hospital-based emergency room visit. Also, earache, cough, flu After deductible Plan pays 50% of the Plan will pay a reasonable amount for symptoms, sprains, bone or met, you pay a allowable expenses. hospital-based emergency services performed joint injuries, diarrhea or \$15 copay/visit. Out-of-Network, in compliance with health vomiting, or bladder infections. Non-emergency reform Affordable Care Act regulations. Non-emergency services services in an Ancillary charges (such as lab in an Emergency See the definition of Allowable Expense or **Emergency Room:** or x-ray) performed during the Room: After the deductible is contact the Administrative Office for more ER or Urgent care visit. After the deductible is met, met. Plan details on what the Plan allows as payment to Out-of-Network emergency service providers. Plan pays up to (See also the Ambulance \$75 maximum per visit pays up to section of this schedule.) Coverage of Covid-19 Testing and Covid-19 \$75 maximum per visit including all related Related Services is effective only for including all related services.

services.

Covid-19 Test related visit:

100%, no deductible

Covid-19 Test related

visit:

100%, no deductible

Article V. Schedule of Medical PPO Plan Benefits, the "Physician & Health Care Practitioner Services" row is amended to add the text in italics and delete the text in strike-through:

services received during the COVID-19

National Emergency Period.

ARTICLE V. SCHEDULE OF MEDICAL PPO PLAN BENEFITS

This chart explains the benefits payable by the Plan. See also the Medical PPO Plan Exclusions and Definitions Articles of this document for important information. All benefits are subject to the deductible except where noted. *IMPORTANT: Out-of-Network providers are paid according to the Allowable Expense as defined in the Definitions

Article and could result in balance billing to you.

Benefit Description	Explanations and Limitations	In-Network	Out-of-
Physician & Health Care Practitioner Services Benefits are payable for professional fees when provided by a Physician or other	 Some Physician & Health Care Practitioner Services require precertification. See the Utilization Review and Case Management Article for details on precertification requirements. See also the definition of Physician, Health Care Practitioner 	Primary Care Provider (PCP) Office Visit: You pay a \$10 copay per visit, after	Network*
Practitioner Services Benefits are payable for professional fees	require precertification. See the Utilization Review and Case Management Article for details on precertification requirements.	Provider (PCP) Office Visit: You pay a \$10 copay	After deductible met the Plan pays 50% of allowable expenses. See also the Emergency Room row in this schedule. No coverage for professional fees associated with outpatient surgery performed by an out-of-network provider. Covid-19 Test related office visit: 100%, no deductible
and pediatrician, will be payable for covered services, in a manner consistent with the payment rules outlined on this Schedule of Medical PPO Plan Benefits, since specialists are not part of the Hospitalist Program.	 where certain women's preventive services are payable without cost-sharing when obtained from in-network providers. Coverage of Covid-19 Testing and Covid-19 Related Services is effective only for services received during the COVID-19 National Emergency Period. 	deductible met. Emergency Room Physician in an Emergency: \$25 copay after deductible met. Covid-19 Test related office visit:	
		100%, no deductible.	

Article VIII. Medical PPO Plan Exclusions, Section A. General Exclusions is amended to add the following new text as shown in italics:

29. Internet/Virtual Office/Telemedicine Services: Expenses related to a non-network/non-contracted online internet consultation with a Non-Network Physician or other Health Care Practitioner, also called a virtual office visit/consultation, web visit, Physician-patient web service or Physician-patient e-mail service, telemedicine (real time or store and forward types), telehealth, e-health, e-visit, remote diagnosis and treatment, real-time video-conferencing including receipt of advice, treatment plan, prescription drugs or medical supplies obtained from an online internet provider. See the Quick Reference Chart for information on the network online visit service.

NOTE: Effective March 1, 2020 through the COVID-19 National Emergency Period, telephone calls and virtual visits for covered services performed by network providers outside of the Plan's contracted online visit services network are payable. Such services are subject to the normal deductible, copayment, and coinsurance provisions of the Plan, on the same basis as a face-to-face visit.

Article XVIII. Definitions, Section A. Definitions is amended to add the following three new definitions as shown in italics:

- 47. COVID-19 National Emergency Period: Means any portion of the emergency period beginning on March 1, 2020 and ending when there is an end to the emergency period defined in paragraph (1)(B) of section 1135(g) of the Social Security Act (42 U.S.C. 1320b-5(g)), namely, the period during which there exists an emergency or disaster declared by the President pursuant to the National Emergencies Act or the Robert T. Stafford Disaster Relief and Emergency Assistance Act and a public health emergency declared by the Secretary pursuant to section 247d of the Social Security Act related to COVID-19.
- 48. COVID-19 National Emergency Coverage Extension Period: A temporary period for trust-covered continuation of coverage for eligible employees. This continuation of coverage is available only for eligible employees who are laid off, terminated or for whom employer contributions otherwise end during the period beginning on March 5 and ending on March 31, 2020, or is otherwise terminated in connection with the National Emergency for COVID-19. Such eligible employees will remain eligible for coverage from March 1, 2020 through June 30, 2020 (the "COVID-19 National Emergency Period."). See also COVID-19 National Emergency Period.
- 49. COVID-19 Test: Diagnostic tests that are approved or authorized by the FDA to detect the virus that causes Covid-19.
- 50. COVID-19 Test Related Visit/Services: Items and services furnished to individuals during provider office visits (whether in-person or via telehealth), urgent care visits, and emergency room visits that result in an order for, or the administration of, the Covid-19 Test, including the administration of such test, but only to the extent such items or services relate to the furnishing or administration of the test or the evaluation of whether the person needs the test.

The undersigned Chairman and Co-Chairman of the Teamsters Security Fund For Southern Nevada-Hotel And Casino Workers do hereby certify that the foregoing Amendment to the 2014 Plan Document/Summary Plan Description was duly adopted by the Board of Trustees at a meeting duly called and held on April 20, 2020:

Sea Haven	4/28/20
Chairman	Date
Co-Chairman	Date

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Signature: Wendy L. Nutt

Email: wnutt@mgmresorts.com