

**AMENDMENT NO. 1**

**TO THE**

**GOLD COAST JOINT BENEFITS TRUST  
PLAN DESCRIPTION BOOKLET**

Effective December 1, 2018, the Gold Coast Joint Benefits Trust Plan Description Booklet (Restated July 1, 2018) is amended to cover genetic testing on the same basis as any other clinical laboratory service when medically necessary and FDA-approved for the diagnosis or treatment of the disease for which the test is prescribed, except that higher benefit levels may apply as required by applicable law. Some tests may require prior authorization. Tests which are for the purpose of determining ancestry or which are experimental or investigational are not covered.

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**CERTIFICATE OF ADOPTION**

The undersigned Chairperson and Co-Chairperson of the Board of Directors of the Gold Coast Joint Benefits Trust do hereby certify that the foregoing Amendment to the Plan Description Booklet was duly adopted by the Board of Directors at a meeting duly called and held on October 17, 2018.

  
\_\_\_\_\_  
Chairperson

11-2-2018  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Co-Chairperson

10/17/18  
\_\_\_\_\_  
Date



**AMENDMENT NO. 2**

**TO THE**

**GOLD COAST JOINT BENEFITS TRUST  
PLAN DESCRIPTION BOOKLET**

Effective June 5, 2019, the following amendment is made to the Gold Coast Joint Benefits Trust Plan Description Booklet (Restated July 1, 2018):

**GENERAL PLAN INFORMATION**

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**NON-ASSIGNMENT**

The Plan categorically prohibits and will not accept in any circumstance any assignment or attempt to assign any benefits claims, right to coverage, or any other type of claims, regardless of the nature of such claims and any attempt to do so will be void and will not apply. Benefits payable shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge by any person, including the Plan Participant, a Participant's dependent or creditor of the Plan Participant without the express written permission of the Plan Sponsor; however, a Plan Participant may direct that benefits due him/her, be paid to a health care provider in consideration for hospital, medical, dental and/or vision care services rendered, or to be rendered.

The payment of benefits to a health care provider shall be done solely as a convenience and does not constitute an assignment of any right under this Plan, is not authority to act on a Participant's behalf in pursuing and appealing a benefit determination under the Plan, is not an assignment of rights respecting anyone's fiduciary duty, is not an assignment of any legal or equitable right to institute any court proceeding against the Plan or the Plan Sponsor, and in no way shall be construed or interpreted as a waiver on the Plan's and Plan Sponsor's prohibition on assignments. The Plan and Plan Sponsor are not responsible for paying health care provider invoices that are balance billed to a Plan Participant.

The claim and appeal rights described herein cannot be assigned to any medical provider or other person or entity. Therefore, all benefit claims appeals shall be made by the Claimant, i.e., Participant and/or Beneficiary. A Claimant may authorize a representative, such as a medical provider with knowledge of the Claimant's condition, to participate in the benefit claim process or act on their behalf, however, the authorization must be made by the Participant or the Beneficiary in writing to the benefit provider or the Administrative Office, as applicable (orally to the benefit provider if it is an urgent care claim unless the Claimant is unable to do so because of medical exigencies) and cannot be made via assignment by the Claimant to a medical provider or by a medical provider to a collection agency, etc.

**CERTIFICATE OF ADOPTION**

The undersigned Chairperson and Co-Chairperson of the Board of Directors of the Gold Coast Joint Benefits Trust do hereby certify that the foregoing Amendment to the Plan Description Booklet was duly adopted by the Board of Directors at a meeting duly called and held on June 5, 2019.

  
\_\_\_\_\_

Chairperson

10/16/19

Date



\_\_\_\_\_

Co-Chairperson

10/16/19

Date

**AMENDMENT NO. 3**

**TO THE**

**GOLD COAST JOINT BENEFITS TRUST  
PLAN DESCRIPTION BOOKLET**

Effective January 1, 2020, the following amendment is made to the Gold Coast Joint Benefits Trust Plan Description Booklet (Restated July 1, 2018) in order to remove the age limitation for opposite sex domestic partners:

**ELIGIBILITY AND ENROLLMENT**

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**DOMESTIC PARTNER COVERAGE**

In addition to a lawful spouse and dependent children, a Domestic Partner is also eligible for coverage. A Domestic Partner can be either same or opposite sex and must have a domestic partnership that meets the legal requirements of the place in which it was entered into. In addition, you and your Domestic Partner must:

- be each other's sole domestic partner and have filed with California's Secretary of State a Declaration of Domestic Partnership,
- not be currently married or legally separated,
- be at least 18 years old,
- be of sound mind (e.g. are legally competent to enter into a contract),
- not be related to such a degree that would prohibit you from marrying in the state of California,
- not be anyone else's domestic partners, and
- be jointly responsible for each other's basic living expenses.

**DEFINITIONS**

**DOMESTIC PARTNER**


A person who has legally established a Domestic Partnership with an Employee in accordance with California Family Code Sections 297 by registering the Domestic Partnership with the Secretary of the State of California. A domestic Partnership may be formed between same-sex partners or opposite-sex partners.

**CERTIFICATE OF ADOPTION**

The undersigned Chairperson and Co-Chairperson of the Board of Directors of the Gold Coast Joint Benefits Trust do hereby certify that the foregoing Amendment to the Plan Description Booklet was duly adopted by the Board of Directors at a meeting duly called and held on June 5, 2019.

  
Chairperson

10/16/19  
Date

  
Co-Chairperson

10/16/19  
Date



**AMENDMENT NO. 4**

**TO THE**

**GOLD COAST JOINT BENEFITS TRUST  
SUMMARY PLAN DESCRIPTION**

Effective July 1, 2014, the following amendment is made to the Gold Coast Joint Benefits Trust Summary Plan Description (Restated July 1, 2018):

**OTHER MEDICAL BENEFIT PROVISIONS**

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**Coverage for Individuals Participating in Approved Clinical Trials**

Coverage of routine Patient Cost for items and services furnished in connection with participation in an Approved Clinical Trial, subject to all applicable Deductibles, Copayments and Coinsurance amounts that are consistent with the cost-sharing requirements that apply to other benefits under the Plan.


- a. The member must be considered eligible to participate in the Approved Clinical Trial according to the applicable protocol for the treatment of cancer or other Life-Threatening Disease or Condition, and either, 1) a Network provider has referred the individual to the Approved Clinical Trial and concludes that participation would be appropriate, or 2) the member provides medical and scientific information establishing that their participation would be appropriate and consistent with the applicable protocol.
- b. An Approved Clinical Trial is a Phase I, Phase II, Phase III or Phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other Life-Threatening Disease or Condition. The trial must be approved or funded by one of the number of federal agencies set forth under Patient Protection and Affordable Care Act Section 2709(d)(1)(A), including, but not limited to the National Institutes of Health, Centers for Medicare & Medicaid Services, and the Food and Drug Administration.
- c. A Life Threatening Disease or Condition is a disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.
- d. Routine Patient Cost include all items and services consistent with the Plan's coverage for a member who is not enrolled in an Approved Clinical Trial.
- e. Routine Patient Cost exclude the investigational items, device, or service itself, items and services provided solely to satisfy data collection and analysis needs and that are not used in direct clinical management of the patient, and services that are clearly

inconsistent with widely accepted and established standards of care for a particular diagnosis.

- f. If one or more Network providers is participating in an Approved Clinical Trial a member eligible to participate in the Approved Clinical Trial must participate through such a participating Network provider if the Network provider will accept the member as a participant in the Approved Clinical Trial.
- g. Notwithstanding the above, a member eligible to participate in an Approved Clinical Trial will be permitted to participate in such Clinical Trial if it is conducted outside of the state in which the member resides. The Plan does not have Network providers outside of the state of California. Routine patient cost provided outside of the Plan's Network will be processed at the non-network benefit level.

**CERTIFICATE OF ADOPTION**

The undersigned Chairperson and Co-Chairperson of the Board of Directors of the Gold Coast Joint Benefits Trust do hereby certify that the foregoing Amendment to the Summary Plan Description was duly adopted by the Board of Directors at a meeting duly called and held on December 11, 2019.

  
Chairperson

12/11/19  
Date

  
Co-Chairperson

12/11/19  
Date



**AMENDMENT NO. 5**

**TO THE**

**GOLD COAST JOINT BENEFITS TRUST  
PLAN DESCRIPTION BOOKLET**

**WHEREAS**, on March 18, 2020 the the Families First Coronavirus Response Act (the “Families First Act”) was signed into law which, among other provisions, requires health plans to cover testing and screening (including screening conducted via telehealth) for Coronavirus-19 (“COVID-19”) without cost share effective March 18, 2020; and

**WHEREAS**, on March 27, 2020 the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) was signed into law which, among other provisions, clarified the implementation of the Families First Act; and

**WHEREAS**, Co-Chairs Carlos Dominguez and Ken Ballou were granted authority by the Board of Directors via unanimous electronic poll to take time-sensitive action to comply with COVID-19 legislation; and

**WHEREAS**, on March 24, 2020 and April 3, 2020 during teleconferences with Trust professionals the Co-Chairs took action to bring the Gold Coast Joint Benefits Trust Plan into compliance with the Families First Act and the CARES Act.

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**NOW, THEREFORE, BE IT RESOLVED**, that the actions taken by the Co-Chairs on March 24, 2020 and April 3, 2020 are hereby ratified by the full Board of Directors at a regurly scheduled meeting held on April 29, 2020.

**BE IT FURTHER RESOLVED**, the following amendment is made to the Gold Coast Joint Benefits Plan Description Booklet (Restated July 1, 2018):

**GENERAL PLAN INFORMATION**

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**COVID-19 TESTING AND RELATED ITEMS/SERVICES**

**Effective March 18, 2020, and continuing until the COVID-19 national emergency is declared to be over**, the Plan will cover the following items and services at 100% of the Plan’s Allowable Expense, without cost-sharing (deductibles, copayments, or coinsurance) and without prior authorization or other medical management requirements:

- A. FDA-approved COVID-19 diagnostic tests and the administration of the diagnostic tests. For out-of-network providers, the Plan will reimburse the amount that is equal to the cash price for such services as listed by the provider on a public internet website; and
- B. Items and services furnished to an individual during health care provider office visits (in person visits and telehealth), urgent care center visits, and emergency room visits

that result in an order for or administration of a COVID-19 diagnostic test, to the extent such items and services relate to the furnishing or administration of such diagnostic test or to the evaluation of such individual for purposes of determining the need for such a test.

### **TELEHEALTH VISITS**

#### **Coverage of Telehealth Office Visits – PlushCare**

**Effective March 18, 2020 through June 30, 2020**, the Plan will waive the existing \$5 copayment for all PlushCare telehealth visits, whether associated with COVID-19 Testing and Related Items/Services or not.

#### **Coverage of Telehealth Office Visits - Non-PlushCare**

**Effective March 18, 2020 through June 30, 2020**, the Plan will cover telehealth visits during this period to the extent that such services relate to the furnishing or administration of a COVID-19 diagnostic test or to the evaluation of such individual for purposes of determining the need for such a test, as described above, at 100% of the Plan's Allowable Expense, without cost-sharing (deductibles, copayments, or coinsurance) and without prior authorization or other medical management requirements.

In addition, the Plan does provide coverage for all telehealth visits, as may be available/offered by your provider, during this emergency period so as to not unnecessarily expose participants to the virus if in need of any medical (including mental health and substance use disorder) services. These telehealth services will be covered as an Office Visit, with the plan's usual deductible, copayment, or coinsurance for in-network and out-of-network providers, as applicable.

### **CERTIFICATE OF ADOPTION**

The undersigned Chairperson and Co-Chairperson of the Board of Directors of the Gold Coast Joint Benefits Trust do hereby certify that the foregoing Amendment to the Plan Description Booklet was duly adopted by the Board of Directors at a meeting duly called and held on April 29, 2020.

  
Chairperson

  
Date

  
Co-Chairperson

  
Date