



## SUMMARY OF MATERIAL MODIFICATIONS for the Robert Half Welfare Benefit Plan & Summary Plan Description & the Robert Half Cafeteria Plan & Summary Plan Description

October 2020

*This document – called a Summary of Material Modifications (SMM) — is to make you aware of important changes to some of your Robert Half benefit plans (the “Plan” or “Plans”) as follows:*

- Changes to your medical benefits due to COVID-19;
- Certain Plan deadlines which have been extended;

Except for the changes noted below, all other provisions of your benefit Plans remain unchanged.

### **Changes to your medical benefits due to COVID-19** **Removal of cost sharing for diagnostic COVID-19 testing**

Under the High Deductible Medical Plan and Preventive Care Plus Plan: American Worker is following the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act, which requires 100% coverage for testing when medically necessary. You will not owe any copayments, coinsurance, or deductible for approved and authorized COVID-19 testing, as well as related items and services during a visit that results in an order for or administration of a COVID-19 test. The waiver of member cost-sharing for testing and services related to testing applies in and out of network. Keep in mind that coverage for testing to screen for general workplace health and safety (such as employee “return to work” programs), for public health surveillance for SARS-CoV-2, or for any other purpose not primarily intended for personal diagnosis or treatment of COVID-19 or another condition is not required by the Families First Coronavirus Response Act (FFCRA).

- The effective date was 02/01/2020

### **Fixed Indemnity**

These plans continue to pay for testing and treatment. Payable benefits are subject to plan design and the services provided. Virtual visits with a doctor’s office will be covered under the plans

doctor's office visit benefit.

## **Certain deadlines extended during "Outbreak Period"**

Recent guidance issued in response to the COVID-19 National Emergency defines the "Outbreak Period" as beginning on March 1, 2020 and ending 60 days after the end of the COVID-19 "National Emergency" (or such other time as the government may announce in the future). While we don't know when the Outbreak Period will end, this relief from Plan deadlines is temporary.

The guidance requires that deadlines related to HIPAA special enrollments, COBRA (Consolidated Omnibus Budget Reconciliation Act) notices, elections and payments, and certain deadlines applicable to ERISA's claims and appeals procedures will be extended to the end of the Outbreak Period. This guidance impacts applicable deadlines and timeframes that begin during the Outbreak Period as well as those that began prior to the Outbreak Period but that had not yet lapsed.

For examples of how this guidance impacts certain deadlines, please see the *Examples of how Extension Rules Will Work* section of this SMM.

## **HIPAA Special Enrollment Periods**

HIPAA special enrollment rights allow you to enroll yourself and/or your dependent(s) in medical coverage due to certain circumstances.

- If you (or your dependents) lose other medical coverage or a person becomes your dependent by birth, adoption, placement for adoption or marriage, you generally have 30 days to enroll in medical coverage under the Plan.
- If you lose eligibility for medical coverage under a state Medicaid or CHIP (Children's Health Insurance Program), or become eligible for state premium assistance under Medicaid or CHIP, you generally have 60 days to enroll or disenroll in the Plan's medical coverage.

The 30 or 60-day time frames will not apply during the Outbreak Period.

## **COBRA continuation coverage**

The following COBRA deadlines for participants or qualified beneficiaries will be disregarded during the Outbreak Period:

- The deadline to elect COBRA continuation coverage (normally 60 days starting on the date the election notice is sent);
- The deadline for the payment of COBRA initial premiums (normally 45 days after the COBRA election) or subsequent COBRA premiums; and
- The deadline to notify American Worker, Robert Half's COBRA administrator, of a qualifying event such as divorce or a dependent aging off the Plan, or determination of disability (normally within 60 days of the event or determination).

Contact American Worker at 1.855.495.1192 if you have any questions about COBRA for you and/or your dependents.

## **Benefit Claims and Appeals Deadlines**

Your SPD describes the claim and appeal deadlines that apply to those benefits that are covered by the Employee Retirement Income Security Act of 1974 (ERISA). During the Outbreak Period, the following deadlines will be disregarded:

- The deadline by which benefit claims and appeals have to be submitted.
- The deadline by which a participant must file or perfect a request for external review of a medical benefits claim.

## **Examples of how Extension Rules Will Work (assumes National Emergency ends on September 30, 2020 and Outbreak Period ends November 29, 2020):**

### **HIPAA Special Enrollment Rights**

On March 31, 2020, Mary has a baby and typically would have until April 30, 2020 to enroll the child in her employer's group health plan. Because the Outbreak Period is disregarded for purposes of determining the length of the special enrollment period, Mary has until December 28, 2020 to enroll her baby, provided Mary pays the premiums for the entire period of coverage.

### **COBRA Election & Payment (Electing after Outbreak Period)**

Sam's work hours are reduced and he no longer meets the Plan's eligibility requirements. Sam's coverage will terminate on March 31, 2020, if he does not elect COBRA. Sam is provided with a COBRA election notice on April 1, 2020. Normally, he would be required to elect COBRA by May 30, 2020. But the Outbreak Period must be disregarded:

- Sam has until January 28, 2021 to make his election (60 days after the end of the Outbreak Period). Sam elects coverage January 28, 2021, with coverage effectively retroactive to April 1, 2020.
- Sam has until 45 days after January 28, 2021 to pay his initial premium. All prior months' premiums must be paid at this time.

### **COBRA Payments (Enrolled in COBRA prior to/during Outbreak Period)**

If Sam had already been enrolled in COBRA on March 1, 2020 when the Outbreak Period began, Sam has until 30 days after the end of the Outbreak Period to pay for all months for which payment was due during the Outbreak Period. So, for all months of COBRA coverage for which payment would have otherwise been due during the Outbreak Period, Sam must pay his premiums by December 28, 2020.

### **Initial Benefit Claim Submission**

On March 1, 2020, Peter received medical treatment for a condition covered by the Plan but did not submit his claim until April 1, 2021. Under the Plan, claims must be submitted within 365 days of receipt of medical treatment. With the extension, the Outbreak Period is disregarded for purposes of determining the 365-day period. Peter's last day to submit a claim is November 29, 2021.

### **External Review**

*During the Outbreak Period*, Ann received an adverse benefit determination after exhausting her appeals under the Plan. Generally, you must request the external review within four (4) months of the date you receive an adverse benefit determination. Because the Outbreak Period is disregarded for purposes of determining the period during which Ann may request an external review, the last day she could ask for the external review is March 29, 2021.

***If you need a copy of your Summary Plan Description, or if you have questions or concerns about this SMM, contact the HR Solutions Center at 855.744.6947 or [HRsolutions@roberthalf.com](mailto:HRsolutions@roberthalf.com).***

This document is a Summary of Material Modification, as required by ERISA. Together the Plan documents, this SMM, Benefit Guides, benefit descriptions, contracts and summary plan descriptions comprise the official Plan document, which legally governs the administration of each Plan. Robert Half reserves the right to amend or terminate the Plan(s) and benefits offered by each Plan as described in this document, in any way and at any time. No statement in this or any other document, and no oral representation, should be construed as a waiver of this right.