## **Puget Sound Electrical Workers Healthcare Trust**

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Welfare & Pension Administration Service, Inc.

#### June 30, 2025

TO: All Eligible Plan Participants Puget Sound Electrical Workers Healthcare

Trust

RE: Plan Benefit Change – Modifications to ABA Therapy Services, Habilitative Benefits, Rehabilitative Therapy, and Medical Plan Exclusions

This is a Summary of Material Modification describing changes to your health plan adopted by the Board of Trustees. Please be sure that you and your family read it carefully and keep this document with your Summary Plan Description (Plan Benefit Booklet)

A. Effective January 1, 2025, the Plan's coverage of Applied Behavior Analysis therapy and other autism-related services as previously described in "Habilitative Care Services" for Plans 1 and 2 at pages 28 and 26, respectively, is added as a new stand-alone section that reads as follows:

## **Autism-Related Services**

#### **ABA Therapy**

Applied Behavior Analysis (ABA) therapy is covered when it is Medically Necessary to diagnose and treat individuals with Autism Spectrum Disorder. The Plan covers comprehensive and focused ABA therapy. This includes direct patient treatment (comprehensive or focused), supervision of the treating provider, parent or caregiver training, and consultation with other service providers. The allowable number of direct ABA therapy treatment hours are based on a patient's established daily structure (time spent in school, program, or work) and the patient's symptom severity.

To be covered, ABA therapy must also be provided by (or under the supervision of) a Board-Certified Behavior Analyst (BCBA), a Physician or other Covered Provider whose legal scope of license includes ABA therapy.

## **Other Autism-Related Services:**

The Plan covers other Medically Necessary services in the treatment of Autism Spectrum Disorder, including psychotherapy.

B. Effective January 1, 2025, the Plan's Habilitative Care Services benefits as described for Plans 1 and 2 at pages 28 and 26, respectively, is amended as follows:

## **Habilitative Care Services**

Habilitative care services are covered when Medically Necessary to treat medical/surgical conditions

identified in the current International Classification of Diseases (ICD), including any physical or structural birth defect (congenital anomaly), and mental health and substance user disorders identified in the most recent Diagnostic and Statistical Manual of Mental Disorders (DSM). To be covered, Medically Necessary services must be prescribed and documented to either improve function or maintain function where significant deterioration in function would result without therapy. Function means the ability to execute skills required for activities of daily living which would be normal and expected based on the age of the patient. The patient must be under the care of a Covered Provider during the time the habilitative care services are provided, and all services must be provided by a licensed Covered Provider acting within the legal scope of their license.

Covered services under this benefit include but are not limited to:

- Neurological and psychological testing, evaluations, and assessments,
- Psychotherapy,
- Speech, occupational and physical therapy, and
- Neurodevelopmental therapy.
- C. Effective January 1, 2025, the Plan's Rehabilitative Therapy benefits as described for Plans 1 and 2 at pages 32 and 31, respectively, is amended as follows:

#### **Rehabilitative Therapy**

The Plan covers outpatient rehabilitative therapy (physical, occupational and speech therapy) to the extent that the therapy will significantly restore and improve a lost function(s) following a severe Illness, Injury or surgery. No benefits will be provided for care that is custodial in nature, or when no significant clinical improvement is expected because of the therapy.

Rehabilitative Therapy services must be provided under the referral and direction of the attending Physician and administered by a licensed therapist acting within the scope of the license. The patient must continue under the care of his or her attending Physician during the time the therapy is being provided. Benefits are subject to the following provisions:

- Treatment must be provided by a licensed physical, occupational or speech therapist, and
- Treatment must be ordered by a Physician or other Covered Provider acting within the scope of their license.

**Note**: Services from a Non-PPO provider do not apply toward the Calendar Year out-of-pocket maximum and will not be paid at 100% when the maximum is met.

The Plan also covers charges for inpatient Rehabilitative Facility care when Medically Necessary to restore and improve function that was previously normal but lost due to Illness or Injury. Benefits are subject to the following provisions:

- Admission for inpatient rehabilitative facility care must be authorized by your Physician and a written treatment plan must be submitted to the Administration Office by the Physician prior to admittance, and
- Benefits are limited to 30 days each Calendar Year.

Preauthorization is also required for inpatient facility services. The Allowed Amount is reduced by 25%, up to \$1,200, if the preauthorization requirement is not followed.

D. Effective January 1, 2025, the Plan's definition of Medically Necessary as described for Plans 1 and 2 at pages 40 and 37, respectively, is amended as follows:

#### Medically Necessary

Medically Necessary means that the service or supply meets all of the tests listed below:

- It is commonly rendered for the treatment or diagnosis of any Injury or disease, including premature birth, congenital defects, and birth defects;
- It is appropriate for the symptoms, consistent with the diagnosis, and is otherwise in accordance with generally accepted medical practice and professionally recognized standards;
- It is not mainly for the convenience of the covered person or of the covered person's Physician or other Covered Provider; and
- It is the most appropriate supply or level of service needed to provide safe and adequate medical care. When applied to confinement in an acute care Hospital or other facility, this means that the covered person needs to be confined as an inpatient due to the nature of the services rendered or due to the covered person's condition and that the covered person cannot receive safe and adequate care through outpatient treatment.

Note: Not all Medically Necessary services and supplies are covered under the Plan.

# Establishing Medical Necessity through Medical Records, Treatment Plan or Patient Specific Evaluation:

To establish that specific Covered Services are Medically Necessary, including to establish that the level of patient specific care being provided is clinically appropriate for the individual patient, the Plan may request appropriate medical records, a copy of the Covered Provider's formal written treatment plan or may require periodic evaluation of the patient. The medical records or written treatment plan that the Covered Provider must submit shall establish that the applicable clinical guidelines required by state law (applicable to either the Covered Provider or the type of Covered Service provided) are met.

## Mental Health Parity and Addiction Equity Act (MHPEA) Compliance:

All mental health benefits, as defined by the Plan, must be provided in compliance with the Mental Health Parity and Addiction Equity Act (MHPAEA). Any treatment limitations set by the Plan, including requirements needed to establish that a mental health and substance use disorder treatment is a Medically Necessary Covered Service, shall be established in parity with, and applied no more stringently than any similar requirement for any medical/surgical service covered under the Plan, in the same benefit classification.

E. Effective January 1, 2025, the Plan's Medical Exclusions as described for Plans 1 and 2 at pages 36 and 34, respectively, are amended to add and remove the following provisions:

<u>Add</u>:

• The Plan does not exclude otherwise Covered Services for treatment of an Injury if the Injury results from an act of domestic violence. Similarly, the Plan does not exclude an otherwise Covered Service if the Injury is the result of a medical condition, including both physical and mental health conditions.

#### Remove:

Intentionally self-inflicted Injuries, and Injuries or Illnesses sustained in the following circumstances:

- Suicide or attempted suicide, unless due to a documented Mental Illness;
- While engaged in conduct for which the covered person is charged with or indicted with a felony; or
- While performing any acts of violence or physical force that would not be performed by a reasonably prudent person in similar circumstances.
- F. Effective January 1, 2025, the Plan's Exclusions as described for Plans 1 and 2 at pages 55 and 52, respectively, are amended to add and remove the following provisions:

#### <u>Add</u>:

• The Plan does not exclude otherwise Covered Services for treatment of the Injury if the Injury results

from an act of domestic violence. Similarly, the Plan does not exclude an otherwise Covered Service if the Injury is the result of a medical condition, including both physical and mental health conditions.

#### Remove:

- Physical or mental Illness or the medical or surgical treatment or diagnosis of such illness.
- Suicide or attempted suicide
- Intentionally self-inflicted Injury.
- Bacterial infection or bacterial poisoning (ptomaines). Exception: infection from a cut or wound caused by an accident.

If you have questions regarding the contents in this notice, please contact the administration office at (866) 314-4239. Please also refer to the Trust website for additional information: <u>www.psewtrusts.com</u>.

## Board of Trustees Puget Sound Electrical Workers Healthcare Trust

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