AMENDMENT NO. 22 TO THE PLAN DOCUMENT OF THE SAN DIEGO ELECTRICAL HEALTH AND WELFARE TRUST

The Plan Document of the San Diego Electrical Health & Welfare Trust is hereby amended by replacing the definitions of Allowable Charge(s) and Usual, Customary and Reasonable (UCR) with the following:

"Allowable Charge(s)" means the maximum amount to be allowed as Eligible Expense for services rendered by a Provider (Hospital or Physician) under contract with the Blue Cross or the Plan's designated PPO provider. This amount will also apply to charges for services rendered by Physicians who are located in the geographic area serviced by the PPO but are not under contract with the PPO.

With respect to out-of-network providers the maximum amount to be allowed as **Eligible Expense** shall be the greater of the average of maximum allowable charges for **PPO providers** in the immediate geographic area or an average of prices charged by comparable service providers in the immediate geographic area at the time service was rendered. The **Plan** may procure comparable pricing from the PPO Network and/or utilize the services of a third party to do so. However, this definition will not be applicable in instances where the **Covered Person** was in need of non-elective urgent or emergency care and the out-of-network Provider was the closest source of the degree of treatment necessary or where there was no **PPO Provider** readily available within 10 miles to where the service was rendered.

Usual, Customary and Reasonable" **(UCR)** means the least of the Usual, Customary or Reasonable fee or charge as defined below:

"Usual" means the usual fee or charge that is ordinarily charged for a given service by an individual or **Provider** to his private patient;

"Customary" means the customary fee or charge that is made by the **Provider** for a like service or supply, but not more than the general level of fees or charges made by other **Providers** within the geographic area (socio-economic area of a metropolitan area or socio-economic area of a county) in which the service or supply is actually provided for **Bodily Injury** or illness of comparable severity and nature. However, the general level of fees may be determined by the **Plan** and/or a designated third party by reviewing the pricing of billed services related to established PPO, Medicare, Medicaid, and uninsured medical payments for a representative of similar service providers within the particular geographic area where the service was rendered. Said fee(s) will then be payable in accordance with the Schedule of Benefits. "Area" means a county or such greater area as is necessary to obtain a representative cross-section of **Providers** of the service or supply; and

"Reasonable" means the fee or charge of the **Provider** is justifiable in considering all circumstances of the particular case in question. This determination may include application of, and conformance with, nationally standardized billing procedures.

The Plan Document of the San Diego Electrical Health & Welfare Trust is hereby further amended by replacing the "Assignment" provision under "General Provisions" with the following:

No Assignment—The right of a **Covered Person** to receive benefit payments under this coverage is personal to the **Covered Person** and is not assignable in whole or in part to any person, hospital, or other entity, nor may any benefit under this **Plan** be transferred either before or after covered services are rendered. However, per the written direction of a **Covered Person** payments with respect to any **Eligible Expense** under this **Plan** may be paid directly to a **Provider**. However, all benefit payments for such services rendered by **Providers** of Blue Cross of California Prudent Buyer Plan (a Preferred Provider Organization) shall automatically be payable to the **Provider** by Blue Cross pursuant to their Agreement with the **Trust**. Any directive to make payment directly to a **Provider** must be in writing and must be received by the Trust Office prior to the making of any benefit payments to the **Covered Person**. The **Trustees** do not assume responsibility for the validity or sufficiency of any such payment directive, and do not assume liability to either the **Covered Person** or the **Provider** to make benefit payments in accordance with such payment directive to the **Provider** rather than to the **Covered Person**.

EXCEPT AS HEREIN AMENDED, THE PLAN DOCUMENT OF THE SAN DIEGO ELECTRICAL HEALTH AND WELFARE TRUST SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS THEREOF, the Board of Trustees has caused this Amendment to the Plan Document to be signed this 22nd day of January, 2015 to be effective April 1, 2015.

UNION TRUSTEES:

EMPLOYER TRUSTEES: