

Northern Minnesota-Wisconsin Area Retail Clerks Fringe Benefit Funds

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SUMMARY OF MATERIAL MODIFICATIONS TO THE PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION OF THE NORTHERN MINNESOTA-WISCONSIN AREA RETAIL FOOD HEALTH AND WELFARE FUND (2019 Restatement)

IMPORTANT NOTICE TO PLAN PARTICIPANTS AND BENEFICIARIES

The Board of Trustees has amended the Plan Document and Summary Plan Description (“SPD”). This notice summarizes the changes in Amendments No. 13 and 14 to the SPD and the effective dates of the changes.

Amendment No. 13, Effective Date January 18, 2023.

The Plan was amended to revise the eligibility transitional rule to state that the Plan will no longer provide continuous coverage and to allow members to self-pay contributions during the probation period.

Amendment No. 14, Effective Date April 18, 2023.

The Plan was amended to state that the Plan’s 100% coverage of diagnostic products ordered by an attending health care provider for the detection or diagnosis of COVID-19 will end upon expiration of the public health emergency, and instead revert back to the Plan’s standard cost-sharing

Please retain this notice with your current copy of the Plan Document and Summary Plan Description and insert the attached slip pages 14, 38, and 38A to replace and supplement the current pages of the same number. If you have any questions about the Plan, contact the Fund Office at (218) 728 4231 or (877) 752-3863.
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the Fund Office to learn of the current medical policy for the Plan in approving surgery and which Bariatric Surgery procedures are covered under the Plan.

If you are considering Bariatric Surgery, you must contact the Fund Office to determine the appropriate steps you must follow and the requirements that you must meet in order to have your Bariatric Surgery procedure covered by the Plan.

- I. Diagnostic Products for the Detection of SARS-CoV-2** or the diagnosis of the virus that causes COVID-19 that are approved, cleared, or authorized under the Federal Food, Drug, and Cosmetic Act (“COVID-19 diagnostic products) when ordered by an attending health care provider, and the administration of such COVID-19 diagnostic products, will be covered at 100% (no member cost share). Also covered at 100% (no member cost share) are items and services furnished to you during health care provider office visits (including both in-person visits and telehealth visits), urgent care center visits, and emergency room visits that result in an order for or administration of a COVID-19 diagnostic products as described above, to the extent such items and services relate to the furnishing or administration of such COVID-19 diagnostic product or to your evaluation for purposes of determining your need for the product. These provisions are in effect for the duration of the public health emergency concerning COVID-19.

Additionally, effective January 15, 2022, and for the duration of the public health emergency concerning COVID-19, the Plan will provide coverage for up to eight at-home over-the-counter (“OTC”) COVID-19 diagnostic products per calendar month without the requirement for an order by an attending health care provider, subject to the following rules. These provisions only apply to at-home COVID-19 diagnostic products and do not affect the Plan provisions regarding coverage of non-at-home OTC COVID-19 diagnostic products as described in the paragraph above.

1. During the period from January 15, 2022 through March 31, 2022, the Plan will cover 100% of the cost of an at-home OTC COVID-19 diagnostic product purchased at any pharmacy or other retailer or supplier.
2. During the period from April 1, 2022 through the end of the public health emergency concerning COVID-19, the Plan will cover 100% of the cost of an at-home OTC COVID-19 diagnostic product purchased at a Preferred Provider pharmacy or ordered through the Elixir Mail Order Pharmacy. Plan reimbursement for at-home OTC COVID-19 test kits that are not purchased at a Preferred Provider pharmacy will be limited to the cost of the test or \$12, whichever is less. The Eligible Person is responsible for any amount in excess of \$12 for an at-home OTC COVID-19 test kit purchased at a non-Preferred Provider pharmacy or any other retailer or supplier.

2.5 Prohibition on Pre-Existing Condition Exclusions

The Affordable Care Act prohibits pre-existing condition exclusions for all Eligible Persons.

the following times:

1. When you become initially eligible for coverage under Plan B in accordance with Section 11.1 (“How an Employee Becomes Eligible for Benefits”);
2. During the Plan’s “Ancillary Benefit Open Enrollment Period.” For purposes of this Section, the “Ancillary Benefit Open Enrollment Period” means a period, once each Calendar Year, as specified by the Plan, when you may make or change an enrollment election for ancillary benefit coverage; or
3. When you have a special enrollment event, as described in Section 11.3 (“Dependent Special Enrollment Period”).

Once you have elected ancillary benefit coverage, you are required to continue coverage and pay the applicable self-payment through payroll deduction for the entire Calendar Year that your coverage became effective.

11.6 How Eligibility Is Continued

Your eligibility will be continued based on work months, contribution months, and coverage months as follows:

Work Month	Contribution Month	Coverage Month
January	February	March
February	March	April
March	April	May
April	May	June
May	June	July
June	July	August
July	August	September
August	September	October
September	October	November
October	November	December
November	December	January
December	January	February
January	February	March

Your Employer will make contributions on your behalf in the contribution month for hours you work during the work month. Contributions made during the contribution month will determine eligibility for the coverage month. In no event will your coverage continue beyond the end of the month in which you leave employment with a contributing Employer.

Transitional Rule: Effective January 18, 2023 you may maintain your Plan coverage for the duration of the probation period applicable to you under the relevant collective bargaining agreement by making timely self-contributions when your employment with one contributing Employer terminates and you begin employment with another contributing Employer within less than thirty (30) calendar days, provided you notify the Fund Office of your election to do so within

thirty (30) calendar days of your termination of employment. Your self-payment amount will be equal to the total Employer plus Employee contribution rate then in effect under the collective bargaining agreement applicable to you. The Plan Administrator must receive your total required self-contribution amount no later than the fifteenth (15th) day of the month immediately preceding the coverage month.

The Plan will maintain any Plan-provided continuous coverage for Participants that began prior to January 18, 2023 pursuant to the Transitional Rule in effect on January 17, 2023.