FOR YOUR BENEFIT

UFCW Unions & Participating Employers Health & Welfare Fund

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www.associated-admin.com

Summary of Material Modifications This Issue!

- UFCW Unions & Participating Employers Active Health and Welfare Plan*
- UFCW Unions & Participating Employers Pension Fund*

**A Benefit Plan of the UFCW Unions and Participating Employers Health & Welfare Fund*

Material Modifications

Summary of Material Modifications

Below are Summaries of Material Modifications (changes) made to your Plan during the past year. Please clip this summary and keep it with your Plan booklets so you will have it for easy reference.

Health and Welfare Fund

The Board of Trustees of the United Food and Commercial Workers Unions and Participating Employers Health and Welfare Fund ("Fund") has adopted the following changes to the UFCW Unions and Participating Employers Health and Welfare Plan. Please keep this document with your Summary Plan Description ("SPD") and your Summary of Benefits and Coverage ("SBC").

1. The Trustees are pleased to advise that the following temporary benefit enhancement has been extended through December 31, 2024:

   Effective March 1, 2020 and continuing through December 31, 2024, any in-person visit requirement applicable to traditional Fund medical benefits and weekly disability benefits under the Plan will be waived, as follows:

   The Plan will cover medical benefit claims for otherwise covered services provided by telephone conference, video conference, or similar technology, subject to any applicable Plan rules and cost-sharing requirements (e.g., deductible, pre-authorization) that would apply to an in-person visit for the same service.

   The requirement that you be seen in-person by a physician in order to verify your eligibility for Weekly Disability Benefits may be satisfied by a visit with the physician through telephone conference, video conference, or similar technology.

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This issue—

The purpose of this newsletter is to explain your benefits in easy, uncomplicated language. It is not as specific or detailed as the formal Plan documents. Those documents always govern.

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2. The following "Quantity Limits/Prior Authorization" subsection is added to the Prescription Drug Benefit section of your SPD. This subsection replaces the Quantity Limits/Limitations and Prior Authorization subsection(s) in the Prescription Drug Benefit Section of your SPD.

QUANTITY LIMITS/PRIOR AUTHORIZATION

In addition to the specific drug restrictions described above, there are dispensing or quantity limits ("QL") and prior authorization ("PA") requirements on certain medications, such as drugs used to treat migraines, nausea and vomiting, erectile disorder, hepatitis, and narcotic pain medications. The Fund's prescription drug manager, OptumRx, developed these guidelines based on the FDA's and the manufacturers' recommended dosages. They were established to help ensure the safe and effective use of these medications. For information on the medications currently subject to the Fund's QL and/or PA requirements, contact OptumRx at (866) 290-8147 or visit www.optumrx.com.

For medications requiring a PA, either you, your Physician or your pharmacist will need to contact OptumRx's customer service help to initiate the prior authorization process. For prior authorizations, please call OptumRx Customer Service at (877-645-1282). These medications will have specific criteria forms that will be sent to your Physician to complete and return. Based on the information that is provided, a determination will be made as to whether or not it has met the approval criteria. Once the determination has been made, both the pharmacy and your Physician will be notified.

Pension Fund

The Board of Trustees of the United Food and Commercial Workers Unions and Participating Employers Pension Fund ("Fund") has adopted the following changes to the United Food and Commercial Workers Unions and Participating Employers Pension Plan ("Plan"). Please keep this document with your Summary Plan Description ("SPD").

1. Effective for distributions made on or after January 1, 2024, the section entitled "Lump Sum Pension Benefit" on page 36 of the SPD is revised to read as follows:

   If the current value of your pension, determined using your age and the actuarial factors applicable to the Plan, is $7,000 or less when you retire and apply for your benefit to begin, you can only receive your benefit in a single lump sum payment. No other forms of benefit are available to you under the Plan.

2. Effective January 1, 2023, the section entitled "Right of Recovery/Overpayments" on pages 43-44 of the SPD is revised to read as follows:

   If the Fund pays benefits to which you, your Spouse, alternate payee, beneficiary or other recipient are not entitled or pays benefits in an amount greater than the benefits to which you, your Spouse, alternate payee, beneficiary or other recipient are entitled, the Fund has the right to recover such benefit payments by offsetting future benefits otherwise payable by the Fund, to the extent permitted under law. If the Fund made the overpayment to your former Spouse as required by a qualified domestic relations order, the Fund may recover the overpayment from you and/or your former Spouse.

   The Fund shall have a constructive trust, lien and/or an equitable lien by agreement in favor of the Fund on any overpayment, including amounts held by a third party, such as an attorney. Any such amount will be deemed to be held in trust by you, your Spouse, alternate payee, beneficiary, or third party for the benefit of the Fund until paid to the Fund.

   By accepting benefits from the Fund, you, your Spouse, alternate payee and beneficiary agree that a constructive trust, lien, and/or equitable lien by agreement in favor of the Fund exists with regard to any overpayment received. You, your Spouse, alternate payee, and beneficiary agree to cooperate with the Fund by reimbursing all amounts due. In the event the overpayment is the result of a misrepresentation or omission by you, your Spouse, alternate payee or beneficiary, or You, your Spouse, alternate payee or beneficiary knew the overpayment was materially more than the correct amount, you, your Spouse, alternate payee, or beneficiary will be liable to the Fund for all of its costs and expenses, including attorneys' fees and costs, related to the collection of any overpayment and will be obligated to pay interest at the rate as determined by the Trustees through the date that the Fund is paid the full amount owed.

   Any refusal by you, your Spouse, beneficiary or alternate payee to reimburse the Fund for an overpayment will be considered a breach of the benefit recipient's agreement with the Fund that the Fund will provide the benefits available under the Plan in exchange for the recipient complying with the rules of the Fund. Further, by accepting benefits from the Fund, you and your Spouse, beneficiary and alternate payee affirmatively waive any defenses you may have in any action by the Fund to

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recover overpayments or amounts due under any other rule of the Plan, including but not limited to a statute of limitations defense or a preemption defense, to the extent permissible under applicable law.

Also to the extent permissible under applicable law, the Fund has the right to recover overpayments by pursuing legal action against the party to whom the benefits were paid. In that event, the party to whom benefits were paid may be obligated to pay all costs and expenses, including attorneys' fees and costs, incurred by the Fund in connection with the collection of any overpayment or the enforcement of any of the Fund's rights to repayment.

By accepting benefits from the Fund, you, your Spouse, alternate payee, and beneficiary agree to waive any applicable statute of limitations defense available to any of you regarding the enforcement of any of the Fund's rights to recoup overpayments. The Fund has the right to file suit against any such party in any state or federal court that has jurisdiction over the Fund's claims.

2024 Preventive Services

The UFCW Unions and Participating Employers Active Health and Welfare Plan, Plans Y, Y20, Y30, and JSS2, provides coverage for certain preventive services with no cost-sharing, as required by the Patient Protection and Affordable Care Act (ACA). A list of covered preventive services as of January 1, 2024 is available at www.associated-admin.com. Click on the "UFCW Unions & Participating Employers Active Health & Welfare Plan" link under the "Your Benefits" dropdown menu at the top of the page. The list is located under the "Important Notices" section.

How Mindfulness Helps Caregivers

Caregiving can be hard and nonstop. It comes with many tasks and responsibilities. It is twisted into the rest of life.

Caregivers may rush through their days. Many caregivers get no breaks or vacations. Mindfulness can help caregivers be less stressed and more satisfied. Mindfulness is an awareness of the present moment without judgment.

Stress is bad for you and the people in your care. If you are stressed, you are sharing that stress with others. Children are the most affected. It works the other way, too. Science shows that when parents remain calm, their children often are more likely to remain calm as well.

Meditation is a common mindfulness practice. It creates awareness and decreases stress. Caregivers can do it on their own. Basic meditation is being still and clearing your mind.

People use breathing exercises to focus their attention. See if you can try to slow your breath. This alone can help you be calmer.

A similar tactic is the emotional check. How are you feeling? Your mood affects how you behave and treat others. Sometimes, just noticing that you are angry can calm you down. It can help you discover emotions you did not know were there.

You can also stop and share. The older person you care for may watch a lot of television. You can watch with them or catch the show later. It will give you something to talk about.

The above article was provided by Carelon Behavioral Health.

2024 Open Enrollment Kaiser Option

Open Enrollment for choosing how your medical coverage will be provided is now through May 16th for coverage effective June 1, 2024 – May 31, 2025. You may choose traditional self-funded Fund medical coverage provided through the Fund office ("Fund Medical Coverage") or insured medical coverage provided through Kaiser Permanente HMO ("Kaiser Medical Coverage").

Some Differences between Fund Medical Coverage and Kaiser Medical Coverage include:

- Under Kaiser Medical Coverage, you must use a Kaiser-participating doctor or center, and you generally must get a referral before going to a specialist (there are some exceptions).
- Under Fund Medical Coverage, you don't need a referral, but you generally must use a CareFirst participating provider. Expenses are paid by the Fund at a certain percentage after satisfying the annual deductible, and you are responsible for any remaining balances. See your Summary Plan Description ("SPD") or your Summary of Benefits & Coverage ("SBC") for specific details of the Fund Medical Coverage for your Plan. These can be found on the Fund Office's website at www.associated-admin.com. Click on "Your Benefits," then choose UFCW Unions & Participating Employers H&W Fund. The documents are under "Downloads (Forms)."

More Information on Kaiser Medical Coverage

Under Kaiser Medical Coverage, covered expenses are generally paid at 100% with a per-visit co-payment you must pay. See the enclosed Kaiser benefit summary for details. To request a Kaiser provider directory or a full enrollment packet, call Kaiser at (800) 777-7902. Tell the operator your Group Number is 1313.

- For Plan Y30 participants (FT and PT), there is a $500 per individual and $1,000 per family deductible per calendar year you must pay before benefits begin to be paid under Kaiser.
- COST: Your current weekly payroll deduction will continue regardless of whether you choose Kaiser Medical Coverage or traditional Fund Medical Coverage; however, for Fund Medical Coverage, there is no weekly or monthly co-premium cost beyond the payroll deduction. For Kaiser, there is a cost to enroll, payable by you to the Fund Office, as shown below, in addition to your weekly payroll deduction.

Plan	Kaiser Co-Premium Per Month
Plan JSS2	$3,349.88
Plan Y Full Time	$1,481.60
Plan Y Part-Time Individual Coverage	$51.57
Plan Y Part-Time Family Coverage	$1,240.36
Plan Y20 Full-Time Individual Coverage	$120.63
Plan Y20 Full-Time Family Coverage	$719.22
Plan Y20 Part Time	$344.66
Plan Y30 Full Time (Individual Coverage)	$174.89 *Deductible Applies
Plan Y30 Full Time (Family Coverage)	$730.41 *Deductible Applies
Plan Y30 Part Time	$501.54 *Deductible Applies

The Fund office will send you payment coupons showing your name, the last four digits of your ID number, the coverage period for that payment, and the amount due. We will also send twelve pre-addressed return envelopes to use when making your Kaiser co-premium payment. Your payment is required whether or not you have received your coupons.

To receive a Kaiser packet, including the enrollment form and provider directory, call (800) 777-7902. Tell the representative you are in the UFCW Unions & Participating Employers Fund, Group # 1313, and request an enrollment packet. New Kaiser enrollees must send the first month's co-premium payment along with the enrollment form in order for their Kaiser Medical Coverage to begin.

All Kaiser Participants: If you fail to make the monthly co-premium payment, your medical coverage will be terminated. You will not have coverage through the Kaiser Medical Coverage HMO or the Fund's traditional Fund Medical Coverage until June 1st of the following year.

Important Reminders for Open Enrollment!

1. To remain in your Kaiser Medical Coverage, don't do anything – simply make the appropriate co-payment for you June coverage by the end of May. You will receive payment coupons, however you are obligated to make the payment whether or not you have yet received the coupons.

2. If you currently have Fund Medical Coverage and are changing to Kaiser Medical Coverage, mail a completed Kaiser application to the Fund Office (not to Kaiser) along with your check for the first month's payment.

3. The payroll deduction all participants (except Y40) pay for health coverage will continue whether you choose Kaiser or Fund Medical Coverage. Remember that "health coverage" includes Medical/Mental Health, Weekly Disability, Life/Accidental Death & Dismemberment, and Optical, Dental, and Prescription Drug benefits. This open enrollment only applies to medical/mental health coverage.

If you are in Kaiser and want to return to "traditional" Fund Medical Coverage, call the Fund office at (800) 638-2972 by May 15th (which is the end of Open Enrollment). We will take your information and process the change. We will also send you a new enrollment form for you to complete in order to documenting the change. Note the name of the person you speak with in case you need to refer to it later.

If your medical coverage is terminated because you didn't make the monthly Kaiser payment, you will have no medical coverage through the Fund until June 1st of the following year. You will be automatically placed in traditional Fund Medical Coverage at that time. If you again wish to enroll in Kaiser Medical Coverage, you will have to complete a new Kaiser application to re-enroll for the 2025-2026 plan year.

If you have questions about the Kaiser Medical Coverage HMO benefits, call Kaiser Permanente Member Services at (800) 777-7902 or (301) 468-6000.

Use Quest or LabCorp When Lab Work Is Needed

The following article applies to participants who have Fund medical coverage, not an HMO.

You generally must use either Quest Diagnostic Laboratories ("Quest") or Lab Corporation ("LabCorp") for all laboratory services in order for such services to be covered by the Plan (except those performed when you are an inpatient in the hospital or by out-of-network providers at in-network facilities).

Inform Your Doctor

Be sure your doctor knows before the lab work is performed that you will receive coverage for lab work only if the bill comes to the Fund directly from either a Quest or LabCorp facility. Even if your doctor has a contract with LabCorp to perform lab work in his/her office, tell him/her that only lab work performed at a Quest or LabCorp facility will be covered. Your Plan will generally not pay for lab work performed and billed from your doctor's office.

Locating a Lab

To find the most current list of Quest or LabCorp facilities, log on to their website or call:

- www.questdiagnostics.com/appointment or call (866) MYQUEST or (866) 697-8378
- www.labcorp.com/psc/index or call (888) 522-2677

Privacy Statement Available Upon Request

In accordance with federal law, the United Food and Commercial Workers Unions and Participating Employers Health and Welfare Fund has established a Notice of Privacy Practices, which contain rules concerning your protected health information ("PHI") and how it may be used and disclosed by the Fund to other parties under the Health Insurance Portability and Accountability Act of 1996, and your rights to limit or grant access to this information. The Notice of Privacy Practices also explains how you can access your protected health information.

If you would like a copy of the Fund's Notice of Privacy Practices, visit www.associated-admin.com and click on "Your Benefits" located at the left side of the screen. Select UFCW & PE Health and Welfare Fund and print the Notice of Privacy Practices, located under Important Notices. You can also request a copy of the Notice by calling the Fund Office at (877) 850-0977 or writing to:

PrivacyOfficer@associated-admin.com

or

HIPAA Privacy Officer
UFCW Unions & Participating Employers
Health & Welfare Fund
911 Ridgebrook Road
Sparks, MD 21152

Know the Type of Claim You Are Filing

Are you preparing to file a claim? Have you already filed a claim? It is important not only to understand the claims process, but also the different types of claims and the procedures that apply to them.

What are the types of claims?

1. **Pre-Service Claim**. A Pre-Service Claim is any claim for benefits under the Plan, the receipt of which is conditioned, in whole or part, on the Fund's approval of the benefit before you receive the medical care. For example, a request for services for which pre-certification is required, as described in your Summary Plan Description, would be a Pre-Service Claim.

2. **Urgent Care Claim**. An Urgent Care Claim is a Pre-Service Claim that requires shortened time periods for making a determination where the longer time periods for making non-Urgent Care determinations 1) could seriously jeopardize your life or health or your ability to regain maximum function or 2) in the opinion of a physician with knowledge of your medical condition, would subject you to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim. It is important to note that the rules for an Urgent Care Claim apply only when the Plan requires approval of the benefit before you receive the services; these rules do not apply if approval is not required before health care is provided, for example in the case of an emergency.

3. **Concurrent Care Claim**. A Concurrent Care Claim is a request for the Fund to approve, or to extend, an ongoing course of treatment over a period of time or number of treatments, when such approval is required by the Plan. If you have been approved by the Fund for Concurrent Care treatment, any reduction or termination of such treatment (other than by Plan amendment or termination of the Plan) before the end of the period of time or number of treatments will be considered denial of a claim. The Fund will notify you of the denial of the claim at a time sufficiently in advance of the reduction or termination to allow you to appeal and obtain a decision on review of the denial of the claim before the benefit is reduced or terminated.

   Urgent Concurrent Care Claim. Your request to extend a course of treatment beyond the previously approved period of time or number of treatments that constitutes an Urgent Care Claim will be decided as soon as possible, taking into account medical circumstances, and will be subject to the rules for Urgent Care Claims (see above), except the Fund will notify you of the decision (whether approved or denied) within 24 hours after the Fund's receipt of the claim, provided that the claim is made to the Fund at least 24 hours before the end of the previously approved period of time or number of treatments.

4. **Post-Service Claim**. A Post-Service Claim is any claim under the Plan that is not a Pre-Service Claim. Typically, a Post-Service Claim is a request for payment by the Fund after you have received the services.

For a more detailed explanation of the procedures that apply to the types of claims listed above, including the procedures that apply when a claim is improperly filed or denied, please consult the *"Claims Filing and Review Procedure"* section of your Summary Plan Description.

Fund Office Can Provide A Translator When Needed

The Fund Office subscribes to a translator service to speak with anyone whose primary or preferred language is not English. Language Line Services assists the Fund Office in speaking with participants in non-English languages. Live translation is provided through confidential three-way telephone conversations between the participant, a Participant Services representative at the Fund Office, and a language translator.

Language Line Services allows the Fund Office to speak with participants in a number of languages, including Spanish, French, Mandarin, Vietnamese, Burmese and more.

To use these services, call the Fund Office at (800) 638-2972 and choose Option 2 at the prompt (to speak to a Participant Services Representative), and request a Language Line translator.

If you know of any participants or dependents who hesitate to call the Fund Office because they are non-English speakers, tell them the Fund Office is ready to help and translators are available.

The Fund Office website, www.associated-admin.com, can also translate a variety of languages using the "Translate" tool located at the bottom, left side of the home page.

La Oficina de Fondos Puede Proveer un Traductor Cuando Sea Necesario

La Oficina del Fondo se suscribe a un servicio para ayudarnos a hablar con personas cuyo idioma principal no es el inglés. Language Line Services en inglés nos provee la capacidad de tener conversaciones telefónicas tripartitas que incluyen al participante, un representante de servicios al participante de la Oficina del Fondo, y un intérprete.

Language Line Services permite que la Oficina del Fondo hable con más gente en varios idiomas, que incluye español, francés, mandarín, vietnamita, birmano y más.

Para comunicarse con Language Line Services, llame al (800) 638-2972 y cuando escuche el mensaje pre-grabado, seleccione la opción 2 (para hablar con un representante de servicios al participante).

Si usted sabe de participantes o dependientes que no han llamado la Oficina del Fondo porque sienten que no hablan Inglés lo suficientemente bien, infórmeles que estamos listos para ayudar. Todo lo que necesitamos saber es qué idioma hablar.

El sitio web de la Oficina del Fondo, www.associated-admin.com, también puede traducir una variedad de idiomas usando la herramienta "Translate" que se encuentra en la parte inferior izquierda de la página de inicio.

CONIFER HEALTH SOLUTIONS | Conifer Corner

Staying Active

Fitness means being able to perform physical activity. It also means having the energy and strength to feel as good as possible. Getting more fit, even a little bit, can improve your health. A brisk half-hour walk every day can help you reach a good level of fitness.

Want to be more active?

Conifer Health Solutions and its Personal Health Nurses (PHNs) can help you with those first steps. To get started, call Elizabeth Woodrow, BSN, RN, CCM at 410-919-0488.

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