#### **SUMMARY OF MATERIAL MODIFICATIONS**

To the Summary Plan Description (SPD) of the

# WinCo Foods Employee Benefit Plan

This Summary of Material Modifications (SMM) is to inform you of updates to the WinCo Foods Employee Benefit Plan (the Plan) as explained in the Plan Document and Summary Plan Description (SPD). These updates are effective Jan. 1, 2024.

These updates should be added to your current SPD book. (Please note that these updates and page numbers reference the 2023 SPD book, Jan. 1, 2023 version.) Please keep this copy for your reference. On or around January 1, 2024, a restated version of the SPD will be posted at <a href="https://benefits.wincofoods.com">https://benefits.wincofoods.com</a>. The new version will be a WRAP document, which will constitute the written plan document required by ERISA sections 102 and 402.

To review and download the most current electronic copy of the Plan Document and Summary Plan Description (SPD), go to https://benefits.wincofoods.com/. Or, if you are actively covered by WinCo Holdings, Inc.'s (WinCo) health insurance, you can request a new copy from Benefits at benefits@wincofoods.com.

## **Table of Contents**

Page 1, Added new Section 27 – Notices to Table of Contents.

# **Plan Information and Contract Administrators**

Page 2, Added:

Type of Plan: Welfare plan providing coverage listed in the General Plan Information Section. The Plan also includes funding through a cafeteria plan under Code Section 125.

Plan Year: January 1 to December 31

Page 4, changed Dialysis provider language to as follows:

Dialysis Direct Contract Administrator: Insurance Administrators of America

1934 Olney Ave Ste 200 Cherry Hill, NJ 08003 Or by fax: 856-888-2836

The "Dialysis Direct Contract Administrator" administers claims relative to those providers who have entered into agreements with WinCo, and for this purpose are considered "in-network." Claims for dialysis services provided by those who have not entered into an agreement with WinCo are administered by and should be submitted to the Contract Administrator Medical (see page 2 for contact information).

Dialysis-related benefit appeals should be submitted in writing to:

WinCo Holdings, Inc.. Attention: Benefits PO Box 5756 Boise, ID 83705

#### Section 4 - Enrollment

Page 15, Deadline Relief for Health Plan Participants under DOL EBSA Notice 2021-01 – DELETED ENTIRE SECTION as Deadline Relief no longer applies. Employees have a strict 31-day deadline to make changes due to life events or special enrollment rights.

#### Section 9 – Medical

Page 23, Calendar Year Deductible: revised – Individual/Family: In-network: \$175/\$525; Non-network: \$350/\$1050.

Page 23, Medical Out-of-Pocket Maximum: revised – Individual/Family: In-network: \$1,175/\$3,525; Non-network: \$2,350/No maximum.

Page 23, New row: Emergency Room Out-of-pocket Maximum – Individual/Family \$1,000/\$2,000 (both in and non-network)

Page 23, Dialysis: Changed language from Dialysis Cost Containment Program to Dialysis Direct Contract Administrator.

- ✓ Changed asterisked explanation as follows:
  - \*\*Under the Dialysis Direct Contract arrangement, dialysis services will be processed as in-network in instances where the provider has entered into an agreement with WinCo, in which case, claims will be processed per the terms of the particular agreement. Where the provider has not entered into an agreement with WinCo, the Medical Contract Administrator will pay the contracted rate for in-network claims; out-of-network restrictions; all other Plan limitations and exclusions apply.
- ✓ Changed "In-network Deductible and/or coinsurance required before insurance pays?" answer from "Yes" to "No."
- ✓ Changed Non Participating Out-of-Network Providers rate to 30% Coinsurance.

Page 23, Emergency Room: Added (\$50 copay required per visit + deductible/coinsurance)

#### Section 11 - Medical - Benefits

Page, 27, 11.3 Deductible: revised -

- A. Individual A Participant's individual In Network Deductible consists of the first \$175 in eligible benefits for major medical Covered Services per Calendar Year. The individual deductible for Non Network services is \$350.
- B. Family The aggregate of the first \$525 in eligible benefits for major medical Covered Services per Calendar Year for all Participants enrolled under the same family coverage shall be the Deductible. However, no Participant may be required to pay more than the Individual Deductible amount. The family deductible for Non Network services is \$1,050.
- C. Preventive Care The Deductible does not apply to Covered Services for listed routine immunizations or preventive care as defined by the Affordable Care Act.

Page 27, 11.5 Changed Title to Out-of-pocket Maximums (Medical and Emergency Room)

Page 27, 11.5.1 In-network Services, first paragraph: revised – The medical Out-of-pocket Maximum is \$1,175 per Participant and the prescription Out-of-pocket Maximum is \$7,275 per Participant, per Calendar Year. The medical family Out-of-Pocket maximum is \$3,525 per Calendar Year and the prescription family Out-of-Pocket Maximum is \$13,375 per Calendar Year. If any Participant reaches the individual Out-of-Pocket Maximum then the Out-of-Pocket Maximum is satisfied for that Participant. If any combination of family members reach the family out-of-pocket maximum, then the out-of-pocket maximum is satisfied for the entire family.

Page 27, 11.5.2 Out-of-network Services: revised - The medical Out-of-pocket Maximum shall be \$2,350 per Participant, per Calendar Year. There is no family maximum. When a Participant has met the medical Out-of-pocket Maximum, the benefits payable on behalf of the Participant for Out-of-network Covered Services shall increase to 100% of the Maximum Allowance during the remainder of the Calendar Year.

Page 27, 11.5.3 Added: 11.5.3 Emergency Room Services – Emergency Room services feature a \$50 per-visit copay and an Out-of-pocket maximum of \$1,000 per Participant, per Calendar Year. The Emergency Room family Out-of-pocket maximum is \$2,000 per Calendar Year. These amounts are the same regardless of whether an in-network or non-network provider is utilized.

Page 33, 11.9.9 D.1 Changed paragraph to: If the Participant's nephrologist and/or dialysis treatment clinic have entered into an agreement with WinCo for coverage and payment, administration is provided by the Dialysis Direct Contract Administrator: Insurance Administrators of America (see page 4). If the Participant's nephrologist and/or dialysis treatment clinic have not entered into a direct agreement with WinCo for dialysis services and supplies, the benefits are administered by the Medical Contract Administrator (see page 2) at the contracted rate for in-network claims; out-of-network restrictions, all other Plan limitations and exclusions shall apply.

Page 38, 12.2 Deleted the following paragraph: The Plan's dialysis cost containment program, described herein, is a cost containment program designed for Participants requiring outpatient dialysis treatment(s). The Plan has entered into an agreement with a third-party Dialysis Cost Containment Program Administrator for purposes of repricing, prior authorization, utilization review, and case management applicable to all outpatient dialysis treatment and supplies, for which benefits are sought from the Plan. The Plan provides coverage for outpatient dialysis services and/or supplies in accordance with the following process.

Changed second paragraph in 12.2 to read "If the Participant's nephrologist and/or dialysis treatment clinic has not entered into an agreement with WinCo, payment for all dialysis services and supplies will be administered by the Contract Administrator - Medical and are strictly limited to the UCR rate as defined by the Plan, and all other Plan Limitations and Exclusions shall apply. Inpatient dialysis will be administered by the Contract Administrator – Medical.

## Section 15 – Prescription

Page 48, 15.1 Prescription Benefits & Coverages section: Added the following language:

Channel Management: Effective January 1, 2024, medications that were "blocked" from the medical plan mid-year and transferred to the pharmacy plan during the 2023 plan year will again be subject to the applicable Copays.

Page 48, 15.3 Tiered Benefits, first paragraph: updated – There are tiers (or levels) of covered prescriptions. The Coinsurance/Copay applies toward individual prescription out of pocket maximum of \$7,275 or family out of pocket maximum of \$13,375.

## Section 17 - Vision

Page 54, 17.1 Updated table:

- ✓ Removed Photochromics as they are not covered under the Plan. Members may elect to pay \$75 to cover Photochromics out of pocket as a buy-up feature.
- ✓ Removed Tints (\$15 Copay) as they are not a covered feature.
- ✓ Under Frames, added \$80 Walmart/Sam's Club/Costco frame allowance
- ✓ Under Contacts every 12 months, included the phrase "(instead of glasses)"
- ✓ Made a new line item, Contact lens fitting & evaluation exam....up to \$60 Copay

### Section 21 - Cafeteria Plan - Flexible Benefits Plan Introduction

Page 64, 21.5.4 Limitation on Allocations: revised - A. Notwithstanding any provision contained in this Health Care Flexible Spending Arrangement to the contrary, the maximum amount that may be allocated to the Health Care Flexible Spending Arrangement by a Participant in or on account of any Plan Year is \$3,050.

# Section 23 - Claims and Appeals

Page 76, 23.2 Updated Dialysis Cost Containment Administrator to Dialysis Direct Contract Administrator or the Contract Administrator- Medical, as applicable (see page 4.)

### **Section 26 - Definitions**

Page 88 Deductible – Changed references from \$150 to \$175

Page 91 – Maximum Allowance –Deleted reference to Dialysis Cost Containment Administrator and updated to Dialysis Direct Contract Administrator. Updated to read: "For dialysis, the Maximum Allowance is 100% of the negotiated rate with the Participant's nephrologist and/or dialysis treatment clinic and the Dialysis Direct Contract Administrator or 100% of UCR if the provider has not entered into an agreement with WinCo.

### **Section 27- Notices**

Added a New Section to include Medicare Part D Notice, HIPAA Notice of Special Enrollment Rights, and other important notices for members to read.