

Amendment to the Summary Plan Description for Dunn County Employee Medical Plan HSA Medical Option

Amendment #3 to the 2013 Restated Summary Plan Description

This Amendment is hereby made a part of the *Summary Plan Description (SPD)*, is effective January 1, 2016, and is as follows:

1. Subsection **VI. R. Preventive Health Care Services** is hereby deleted and replaced by the following:

- Tobacco cessation intervention programs.

- ✓ Two designated tobacco cessation intervention program attempts per *covered person* per *calendar year*, limited to four counseling sessions per attempt;

100% of *eligible charges*.
Deductible does not apply.

100% of *eligible charges* after the *deductible*.

- ✓ Tobacco cessation *prescription drugs* and prescribed over-the-counter (OTC) medications when used in connection with or separate from designated tobacco cessation counseling program attempts, are limited to a maximum of 31-calendar days per prescription or refill per *covered person* and a total 93-calendar day supply per *covered person* per attempt for up to two attempts per *covered person* per *calendar year*.

100% of *eligible charges*.
Deductible does not apply.

100% of *eligible charges* after the *deductible*.

2. The exclusion for “Telephone consultations” in Section **VII. Exclusions, 26.** is deleted in its entirety and replaced with the following exclusion:

- 26. Telephone consultations, except when provided by the *Plan’s* designated online care *participating provider*.

3. Subsection VIII. Ending *Your Coverage* is deleted in its entirety and replaced by the following:

VIII. Ending *Your Coverage*

Your coverage will terminate on the earliest of the following dates:

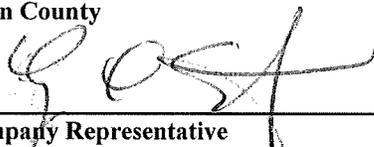
- The date the *Plan* is terminated;
- The end of the month in which the *covered employee* retires and if retiree is age 65;
- The end of the month in which the early retiree or the retiree’s dependent spouse turns age 65, whichever is later.
- If *your* premium was paid, the end of the month after the month in which *your* eligibility under the *Plan* ends, unless *you* are Medicare eligible.
- The end of the month in which *your* written request to cancel coverage is received; unless the *covered employee’s* premium payments are paid on a pre-tax basis, as pre-tax premium payments can only cease when certain change in status events occur;
- When *you* do not make *your* required *contribution* for coverage under the *Plan*. Termination will be retroactive to the last day for which *your* required *contribution* has been timely received; or
- The date *you*, or someone acting on *your* behalf, have performed an act or practice that constitutes fraud or made an intentional misrepresentation (including an omission) of material fact under the terms of the *Plan*.

For a *covered dependent* child, coverage will terminate the end of the month in which the child is no longer eligible as a *covered dependent*. If *your covered dependent* child is disabled, coverage will end when the *covered dependent* child marries or is no longer disabled.

This Amendment does not change, alter, or amend any of the other provisions or limitations of the *SPD*.

This Amendment will be printed following receipt of the following signatures. Agreed to and accepted by:

Plan Sponsor
Dunn County



Company Representative
County Manager

Title
Eugene C. Smith

(Please print name of Company Representative)

3-14-2016

Date

Third Party Administrator
PreferredOne Administrative Services, Inc.

Company Representative

Title

(Please print name of Company Representative)

Date

Important Note For Employers/Plan Sponsors: PreferredOne recommends that each employer/plan sponsor consult with their tax and/or legal advisor to review the *Plan’s* current provisions (including, but not limited to, the eligibility, enrollment, termination of coverage, and employee contribution/premium sharing provisions), employer’s overall employee/workforce demographics, and all other relevant facts and circumstances to determine: (a) whether employer is an “applicable large employer” within the meaning of Section 4980H of the Internal Revenue Code and the guidance issued thereunder (“Section 4980H”); (b) the applicable date of Section 4980H; and (c) whether employer has any risk of penalties under Section 4980H (i.e., the employer shared responsibility penalties aka “pay or play penalties”). Employer is solely responsible for making such determinations and ensuring the Plan Document and each *Summary Plan Description (SPD)*, including, but not limited to, the eligibility, enrollment, and termination of coverage provisions thereof, are drafted in a manner consistent with employer’s strategy (if any) for mitigating such penalties. If employer is using the look back measurement method under Section 4980H (the “look back method”), employer is solely responsible for ensuring the Plan Document and each SPD contain the provisions needed to enable employer to use the look back method. Employer is also solely responsible for drafting and adopting a separate document containing employer’s policies and procedures implementing the look back method

and for administering such policies and procedures. Employer shall make such policies and procedures available to *PreferredOne* and employer's excess risk insurer upon request. *PreferredOne* has no responsibility for making any determinations or taking any actions referenced in this note and shall have no liability with respect to any penalties assessed against employer under Section 4980H.

