

**MASTERS CHOICE, INC.  
HEALTH AND WELFARE BENEFIT PLAN  
FIRST AMENDMENT**

This First Amendment to the Masters Choice, Inc. Health and Welfare Benefit Plan ("Plan") is made in duplicate at Anna, Illinois, on the date noted below, by Masters Choice, Inc. ("Employer").

WHEREAS, the Plan grants the Employer the right to amend the provisions of the Plan,  
and

WHEREAS, the Employer desires to make such amendments;

NOW, THEREFORE, the Plan is hereby amended as follows effective January 1, 2018:

1. The General Information Section is hereby deleted and replaced with Exhibit A attached hereto and incorporated by reference.
2. For the Third Party Administrator /Group Plan Solutions (GPS) fax numbers on Pages 14 and 59 of the Plan delete Fax: 309-478-2912 and replace it with Fax: 855-545-7165.
3. The Definitions Section of the Plan is revised to add or replace the following new definitions thereto:

**CLEAN CLAIM**

A "Clean Claim" is one that can be processed in accordance with the terms of this document without obtaining additional information from the service provider or any other person or entity. It is a claim which has no defect or impropriety. A defect or impropriety shall include a lack of required sustaining documentation as set forth and in accordance with this document, or a particular circumstance requiring special treatment which prevents timely payment as set forth in this document, and only as permitted by this document, from being made. A Clean Claim does not include claims under investigation for fraud and abuse or claims under review for Medical Necessity or fees under review for Regular, Reasonable & Customary, or any other matter that may prevent the charge(s) from being covered expenses in accordance with the terms of this document.

*Filing a Clean Claim.* A provider submits a Clean Claim by providing the required data elements on the standard claims forms, along with any attachments and additional elements or revisions to data elements, attachments and additional elements, of which the provider has knowledge. The Plan Administrator may require attachments or other information in addition to these standard forms (as noted elsewhere in this document and at other times prior to claim submittal) to ensure charges constitute covered expenses as defined by and in accordance with the terms of this document. The paper claim form or electronic file record must include all required data elements and must be complete, legible, and accurate. A claim will not be considered to be a Clean Claim if the Plan Participant has failed to submit required forms or additional information to the Plan as well.

**LOSS OF ELIGIBILITY OF COVERAGE**

Means a loss of coverage due to legal separation, divorce, death, termination of employment, reduction in the number of hours of employment or employer contributions toward such coverage were terminated. It also means a loss of coverage under the COBRA continuation provision he/she was covered under because the period of time

**MASTERS CHOICE, INC.  
HEALTH AND WELFARE BENEFIT PLAN  
FIRST AMENDMENT**

allowed for coverage under COBRA has been exhausted. It does not mean loss of coverage due to failure to timely pay required contributions or premiums or loss of coverage for cause, such as fraud or intentional misrepresentation.

**NEW ENROLLEE**

Means an eligible employee or dependent who applies for health coverage within 31 days of his/her date of eligibility under this Plan.

4. The Special Enrollment Periods, For Persons Who Previously Declined Coverage is replaced with the following:

**Special Enrollment Periods**

**For Persons Who Previously Declined Coverage**

A person who previously declined coverage in writing because they were covered under another group health plan or health insurance coverage may have a 31 day special enrollment period if they lose that coverage.

The 31 day special enrollment period will begin for that person on the day the person experiences a Loss of Eligibility of Coverage. The person must submit a special enrollment form during that time to become covered by the Plan.

5. The Allowable Covered Prescription Expense Section of the Plan is Deleted and Replaced with the following:

**Allowable Covered Prescription Expense**

A prescription drug order is a request for each separate prescription drug, and/or each authorized refill, if ordered by a physician.

Expense incurred for a prescription drug order for the following items will be considered allowable covered prescription expense:

- Injectable and non-injectable legend drugs;
- Specialty Drugs (PBM prior authorization may be required);
- Insulin and epipens on prescription;
- Disposable insulin needles/syringes, blood sugar diagnostics, lancets, urine test strips, glucometers
- Test strips for glucose monitors;
- Lancets for diabetic blood monitoring and other supplies for testing and monitoring diabetes;
- Glucagon emergency kits;
- Medications covered under the PBM's Over-the-Counter (OTC) program;
- Oral, Patch and Injectable contraceptives;
- Prescriptions for the treatment of infertility or in vitro fertilization;
- Prescriptions for the treatment of oral erectile dysfunction medications;
- Acne medications for Participants when Medically Necessary (PBM prior authorization may be required);

**MASTERS CHOICE, INC.  
HEALTH AND WELFARE BENEFIT PLAN  
FIRST AMENDMENT**

- Isotretinoin medications for Participants when Medically Necessary (PBM prior authorization may be required);
- ADD/ADHD medications when Medically Necessary (PBM prior authorization may be required);
- Evidenced-based preventative oral medications that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force. Certain of these medications are provided at no cost-share, however, there may be a cost share when a brand or preferred brand medications is used and an Equivalent Generic Drug is available and use of the brand or preferred brand is not Medically Necessary;
- Any drug containing nicotine or other smoking deterrent medications as required by law.
- Compounded medication, if at least one ingredient is a legend drug;
- Any other drug which, under the applicable state laws, may only be dispensed upon the written prescription of a physician or other lawful prescriber, unless excluded elsewhere under the Plan;

6. The Prescription Drug Card Exclusions Section of the Plan is deleted and replaced with the following:

**Prescription Drug Card Exclusions**

A prescription drug order does not include and no benefit will be payable for the following, regardless of the reason for which prescribed:

- The amount of expense for a medication that is in excess of the amount agreed upon between the Pharmacy Benefit Manager and the Plan Administrator;
- The difference between the cost of a Brand name drug and an equivalent generic drug, if the generic drug has been designated an equivalent generic drug by the Pharmacy Benefit Manager;
- For duplicate prescriptions or prescriptions refilled more frequently than the prescribed dosage indicates (a prescription purchased at retail pharmacy cannot be refilled until the patient has used 75% of the medication as prescribed; a prescription purchased at mail order cannot be refilled until the patient has used 70% of the medication as prescribed);
- Any prescription drug that is not intended to be self-administered;
- Medication which is to be taken by or administered to an individual, in whole or in part, while he or she is a patient in a Hospital, rest home, sanitarium, Skilled Nursing Facility, convalescent care facility, nursing home, or similar institution which operates on its premises, or allows to be operated on its premises, a facility for dispensing pharmaceuticals;
- Drugs dispensed by a physician;
- Fluoride supplements;
- Hematinics;
- Immunization agents, refer to Expenses Covered by the Plan, Preventative Care;
- Biological sera, blood or blood plasma;
- Minerals;
- Minoxidil (Rogaine) for the treatment of alopecia;
- Anorexiant (any drugs used for purposes of weight control);
- Non-legend drugs other than insulin and OTC medication covered under the PBMs OTC program;
- Vitamins, singly or in combination, except for legend prenatal vitamins and folic acid;

**MASTERS CHOICE, INC.  
HEALTH AND WELFARE BENEFIT PLAN  
FIRST AMENDMENT**

- Therapeutic devices or appliances, including needles, syringes, support garments and other non-medicinal substances, regardless of intended use, except those listed under Allowable Covered Prescription Expense;
  - Charges for the administration or injection of any drug;
  - Prescriptions which an eligible person is entitled to receive without charge under any Worker's Compensation law;
  - Drugs labeled "Caution-limited by federal laws to investigational use", or experimental/investigational drugs, even though a charge is made to the individual except as outlined in Covered Health Expenses Under this Plan, Clinical Trials;
  - Any charge for more than a 90 day supply of a prescription drug at a retail pharmacy;
  - Any charge for more than a 90 day supply of a prescription drug at the mail order pharmacy;
  - Any charge for a prescription drug dosage that exceeds the Pharmacy Benefit Manager's optimum dosage limits;
  - For prescriptions refilled in excess of the number ordered by the physician;
  - For prescriptions refilled after one year from the physician's original order;
  - For prescriptions to replace lost or damaged prescriptions;
  - Any charge for a prescription drug when the drug does not meet the step therapy requirements of the Pharmacy Benefit Manager;
  - Any charge for a prescription drug that does not meet prior authorization requirements established by the Pharmacy Benefit Manager.
7. The Services Requiring Pre-Certification by Utilization Review Section of the Plan is replaced with the following:
- Services Requiring Pre-Certification by Utilization Review**
- You must call the Pre-certification Hotline if:
- You are being admitted as an inpatient to a hospital including observation;
  - You are being admitted as an inpatient to a hospital for Childbirth/Delivery and You or the Newborn's Inpatient stay exceeds 48 hours following a normal vaginal delivery (not including the day of delivery) or 96 hours following a cesarean birth (not including the day of delivery).
8. The EXPENSE NOT COVERED BY THE PLAN Section of the Plan is revised to add the following:
- Any treatment that does not meet the clinical coverage guidelines or medical coverage policies as posted on the Third Party Administrator's website.
  - Third Party Recovery, Subrogation, and/or Reimbursement of an Injury or Sickness not payable by virtue of the Plan's third party recovery, subrogation, and/or reimbursement provisions.

**MASTERS CHOICE, INC.**

By: Ashley Bo Thompson

Print Name: ASHLEY BO THOMPSON

Title: HR DIRECTOR

**MASTERS CHOICE, INC.  
HEALTH AND WELFARE BENEFIT PLAN  
FIRST AMENDMENT**

**EXHIBIT A**

**INTRODUCTION AND PURPOSE and GENERAL PLAN INFORMATION**

**Introduction and Purpose**

Masters Choice, Inc. has established the Plan for the benefit of eligible Employees, in accordance with the terms and conditions described herein. Participants in the Plan may be required to contribute toward their benefits.

The purpose of this Plan Document is to set forth the terms and provisions of the Plan that provide for the payment or reimbursement of all or a portion of certain expenses for hospital and medical benefits. The Plan Document is maintained by Masters Choice, Inc. and may be inspected at any time during normal working hours by any Participant.

**General Information**

<b>Name of Plan:</b>	<b>Masters Choice, Inc. Health and Welfare Benefit Plan</b>
<b>Plan Sponsor:</b>	<b>Masters Choice, Inc. 305 W. Vienna St. Anna, IL 62906 618-833-6552</b>
<b>Plan Administrator: (Named Fiduciary)</b>	<b>Masters Choice, Inc. 305 W. Vienna St. Anna, IL 62906 618-833-6552</b>
<b>Plan Sponsor ID No.</b>	<b>20-8398454</b>
<b>Source of Funding:</b>	<b>Self-Funded</b>
<b>Plan Status:</b>	<b>Non-Grandfathered</b>
<b>Applicable Law:</b>	<b>ERISA</b>
<b>Calendar/Plan Year:</b>	<b>January 1- December 31</b>
<b>Plan Number:</b>	<b>501</b>
<b>Plan Type:</b>	<b>Medical and Prescription Drug Plan</b>
<b>Effective Date:</b>	<b>January 1, 2017</b>

**MASTERS CHOICE, INC.  
HEALTH AND WELFARE BENEFIT PLAN  
FIRST AMENDMENT**

**Third Party Administrator:** Group Plan Solutions Benefit Administration, a  
Division of Pekin Insurance  
2505 Court Street  
Pekin, IL 61558  
Phone: 888-301-0747  
Fax: 309-478-2912  
Email: [inquiry@groupplansolutions.com](mailto:inquiry@groupplansolutions.com)  
Website: [www.groupplansolutions.com](http://www.groupplansolutions.com)

**Utilization Review:** Medical Cost Management  
24-hour Pre-certification 888-641-5304

**Pharmacy Benefit Manager:** MagellanRx  
Customer Service: 800-424-5828  
Website: [www.magellanrx.com](http://www.magellanrx.com)

**Provider Network:** HealthLink Open Access III  
Customer Service: 800-624-2356  
Website: [www.healthlink.com](http://www.healthlink.com)

PHCS  
Customer Service: 888-955-7427  
Website: [groupplansolutions.com](http://groupplansolutions.com)  
("Member" and "Find a Provider")

**COBRA Notice:** Group Plan Solutions Benefit Administration, a  
Division of Pekin Insurance  
COBRA  
2505 Court Street  
Pekin, IL 61558  
Phone: 888-301-0747  
Fax: 855-545-7165  
Email: [inquiry@groupplansolutions.com](mailto:inquiry@groupplansolutions.com)  
Website: [www.groupplansolutions.com](http://www.groupplansolutions.com)

**Participating Employers:** MC Conditioning Company, Inc.  
TIN: 26-3908131  
305 W. Vienna St.  
Anna, IL 62906

Masters Choice Direct Sales, LLC.  
TIN: 27-3500060  
305 W. Vienna St.  
Anna, IL 62906

**Agent for Service of Process:** Masters Choice, Inc.  
305 W. Vienna St.  
Anna, IL 62906

**MASTERS CHOICE, INC.  
HEALTH AND WELFARE BENEFIT PLAN  
FIRST AMENDMENT**

**Legal Entity and Service of Process**

The Plan is a legal entity. Legal notice may be filed with, and legal process served upon, the Plan Administrator.

**Not a Contract**

This Plan Document and any amendments constitute the terms and provisions of coverage under this Plan. The Plan Document shall not be deemed to constitute a contract of any type between the Masters Choice, Inc. and any Participant or to be consideration for, or an inducement or condition of, the employment of any Employee. Nothing in this Plan Document shall be deemed to give any Employee the right to be retained in the service of the Masters Choice, Inc. or to interfere with the right of the Masters Choice, Inc. to discharge any Employee at any time.

**Mental Health Parity**

Pursuant to the Mental Health Parity and Addiction Equity Act of 2008, this Plan applies its terms uniformly and enforces parity between covered health care benefits and covered mental health and substance disorder benefits relating to financial cost sharing restrictions and treatment duration limitations.

**Applicable Law**

This is a self-funded benefit plan coming within the purview of the Employee Retirement Income Security Act of 1974 ("ERISA"). The Plan is funded with employee and/or employer contributions. As such, when applicable, Federal law and jurisdiction preempt State law and jurisdiction.

**Discretionary Authority**

The Plan Administrator shall have sole, full and final discretionary authority to interpret all Plan provisions, including the right:

- to remedy possible ambiguities, inconsistencies and/or omissions in the Plan and related documents
- to make determinations in regards to issues relating to eligibility for benefits
- to decide disputes that may arise relative to a Plan Participant's rights, and
- to determine all questions of fact and law arising under the Plan.