

U.S. Department of Labor

Pension and Welfare Benefits Administration
Washington, D.C. 20210



Dear Sir/Madam:

We have received your Summary Plan description (SPD) / Summary of Material Modification (SMM).
To process this document we need additional information.

Item(s) needed is/are:

EIN 38-2069979

(Employer Identification Number - 9 digit number assigned by the Internal Revenue Service)

The information is needed within 30 days of receipt of this letter. To expedite processing your document,
please enter the correct information and Return Document to the address listed below.

U.S. Department of Labor
Pension and Welfare Benefits Administration
Frances Perkins Building, Room N-5638
200 Constitution Avenue, N.W.
Washington, DC 20210
Attn: Records and Examination Unit

Sincerely,

Supervisor, Distribution and Mail
Office of Program Services

97 JUN 11 10:10:04
DOL-PWBA
PUBLISHED BY THE
OFFICE OF PROGRAM SERVICES

2520190031302

August 27, 1996

Pension Welfare Benefit Administration
Room N 5644
US Department of Labor
200 Constitution Avenue N10
Washington, DC 20210

Handwritten: 8/27/96 11:45

EIN 38-2069979
Handwritten: [Signature] 6/2/97

To Whom It May Concern:

The Master Plan Description has been forwarded to the United States Department for the Big Dutchman Medical Care Benefit Plan, Plan Number 501, and this document contained all pertinent plan information and procedures. The employer has requested that we forward the attached Amendment which revises Master Plan Document.

Big Dutchman, Inc. has revised the Master Plan Document effective August 15, 1996. Amendment I identifies the implementation for the employees and their dependents in Kentucky of a Preferred Provider Network (PPN), Center Care. Center Care Preferred Providers, Hospitals, Physicians and other health care providers, will be reimbursed at a negotiated fee or cost basis as payment in full for services rendered in the Network. Big Dutchman, Inc. has modified the a plan in such a way that it allows the employees and their dependents to secure quality care and provide savings to the employer.

The Plan Administrator and Fiduciary, Big Dutchman, Inc., and the Plan Third Party Administrator, NCAS Midwest, Inc., may continue to amend the plan from time to time. This information will continue to be forwarded to the Department of Labor. All eligible employees have been provided with the revised Plan Description information and will be forwarded to the employees in an revision to the benefit booklet.

The benefits are enforced in accordance with the terms of the contracts and in accordance with the Plan Document. The Plan is intended to be permanent and has been established for the exclusive benefit of the company's employees.

Charles J. Baker
Name: Charles J. Baker
Title: Secretary-NCAS Midwest, Inc.

8/27/96
Date

Anthony Lettino
Witness

8/27/96
Date

Vertical stamp: 57 JUN 11 2016:04
DOL-PWBA
PUBLIC BENEFIT

cc: Big Dutchman, Inc.

P. J. McPHERSON
20 SEP - 96 10:45

Amendment Number 1
To Big Dutchman Inc.
& Subsidiaries Employee Health Care Plan
Plan Number 501

Effective 15, August 1996, the Big Dutchman Inc. Employee Benefit Plan is hereby amended to read:

MEDICAL PLAN SECTION

SCHEDULE OF BENEFITS

**DESIGNATED HEALTH CARE PROVIDER OPTION FOR
KENTUCKY EMPLOYEES AND COVERED DEPENDENTS**

Coverage is provided under this Plan for both services rendered by a designated PPO Health Care Providers (referred to an "In-Network") and non-PPO Health Care Providers ("Out-of-Network"). The Plan Administrator has contracted with Center Care, a Kentucky network of Preferred Provider Managed Health Care Systems that provides a single source to access Kentucky preferred provider organization networks of physicians, hospitals and other health care providers, to offer quality health care services to the Big Dutchman, Inc. employees and their dependents covered under the Plan.

In the future, should it decide to do so, the Plan Administrator may contract with additional designated Health Care Providers.

The Center Care PPO providers are reimbursed at a negotiated fee or cost basis as payment in full for covered services rather than the charge level. Center Care agrees to have all In-Network claims repriced with the agreed upon savings identified.

The modifications to the Big Dutchman, Inc. Employee Benefit Plan have been developed to encourage the employees to participate in the preferred provider network.

The following identifies the revisions to the Medical Plan Section of the Master Plan Document:

BIG DUTCHMAN, INC.

**Summary Of Benefits-Kentucky Location Only
Effective August 15, 1996**

MEDICAL PLAN

PLAN BENEFITS	PPO NETWORK BENEFITS	NON-NETWORK BENEFITS
<u>LIFETIME BENEFITS MAXIMUMS, PER PERSON</u>		
Maximum	\$1,000,000	\$1,000,000
Mental & Nervous Including Substance Abuse	\$ 25,000	\$ 25,000
Temporomandibular Joint Dysfunction	\$ 1,000	\$ 1,000
Hospice Care (For Terminally Ill)	\$ 10,000	\$ 10,000
<u>CALENDAR YEAR BENEFITS MAXIMUMS</u>		
Chiropractic or Manual Manipulation	\$25 /Visits with 20 Visit Maximum (There are no network providers)	\$25/Visits with 20 Visit Maximum
Home Health Care	100 Visits	100 Visits
Physical Therapy	30 Visits	30 Visits
Mental & Nervous (Outpatient)	\$ 1,000	\$ 1,000
Skilled Nursing Facility	120 Day Confinement	120 Day Confinement

<u>PLAN BENEFITS</u>	<u>PPO NETWORK BENEFITS</u>	<u>NON-NETWORK BENEFITS</u>
Outpatient Substance Abuse	State Mandated Level	State Mandated Level
Second Surgical Opinion Expense Maximum	\$ 100.00	\$ 100.00
<u>DEDUCTIBLE</u>		
Per Covered Person	\$ 100	\$ 250
Per Covered Family	\$ 200	\$ 500
<u>COINSURANCE</u>		
Per Covered Person-Single	90% of the First \$2,500 then 100%.	70% of First \$2,500 then 100%.
-Family	90% of the First \$5,000 then 100%	70% of First \$5,000 then 100%
For Outpatient Treatment of Nervous or Mental Disorders and Alcoholism and Drug Abuse	\$15.00 Copay to Established Maximums	50% to Established Maximums
For Inpatient Treatment of Nervous or Mental Disorder	Subject to Deductibles and Coinsurances to Established Maximums and Limits	Subject to Deductibles and Coinsurances to Established Maximums and Limits
<u>HOSPITAL BENEFITS COVERED</u>		
<u>INPATIENT SERVICE</u>	Covered After Deductibles & Coinsurances	Covered After Deductible & Coinsurance
- Semi Private Room		
- Hospital Stay		
- Room & Board and Ancillary Services		
	<i>(\$250 penalty for not securing authorization or certification of care. Employee must call Intracorp in both situations.)</i>	
Psychiatric & Substance Abuse, Room & Board	Covered Subject to Deductible, Coinsurance	Covered Subject to Deductible, Coinsurance

**P LAN
BENEFITS**

**PPO NETWORK
BENEFITS**

**NON-NETWORK
BENEFITS**

OUTPATIENT SERVICES

Emergencies - Medical

Covered for Life Threatening or Disabling Conditions Network unless Admitted to the Facility.

Subject to Deductible with a 90 % Coinsurance for In-Network. Subject to Deductible with a 70% Coinsurance for Out of Network.

Emergencies - Accidents

Covered after Deductible & Coinsurance

Covered after Deductible & Coinsurance

Ambulance - Medical

Covered when Medically Necessary After Deductible & Coinsurance

Covered when Medically Necessary After Deductible & Coinsurance

Outpatient Hospital/
Surgical Charges

Covered after Deductible & Coinsurance

Covered after Deductible & Coinsurance

PHYSICIANS SERVICES

In Hospital Visits

Covered after Deductible & Coinsurance

Covered after Deductible & Coinsurance

Surgical Procedures

Covered after Deductible & Coinsurance

Covered after Deductible & Coinsurance

In Hospital Consultation

Covered after Deductible & Coinsurance

Covered after Deductible & Coinsurance

Physical Exams
Well Baby, First
Two Years

\$15 Copay

Not Covered

Immunizations

\$15 Copay

Not Covered

Gynecological Exams
(Pap Pelvic & Breast)

\$15 Copay

Covered After Deductible & Coinsurance

Consultation Referral
Office Visit

100% After \$15 Copay

Covered After Deductible & Coinsurance

**PLAN
BENEFITS**

**PPO NETWORK
BENEFITS**

**NON-NETWORK
BENEFITS**

Sterilization
(Employee or Spouse)

Covered After
Deductible and Coinsurance

Covered After Deductible
and Coinsurance

Maternity - Prenatal
and Post Natal (Employee
or Spouse)

Covered with \$50 Copay
for first Visit and Subsequent
Visits Paid in Full

Covered After
Deductible and
Coinsurance

Maternity Delivery

Covered After Deductible
and Coinsurance

Covered After
Deductible and
Coinsurance

Newborn (Inpatient Exam)

Covered After Deductible &
Coinsurance

Covered After Deductible
& Coinsurance

Allergy Testing Therapy

Covered After Deductible &
Coinsurances

Not Covered

Inpatient Mental Health
and Substance Abuse

Covered After Deductible,
Coinsurance, Day Limit and
Annual Maximum

Covered After
Deductible, Coinsurance
Day Limit and Maximum

Outpatient Mental Health
and Substance Abuse

Covered with \$15 Copay
With Annual Maximum

Covered After
Deductible and 50%
Coinsurance with
Maximum

Podiatric Services

Covered After \$20 Copay
with Limitations

Covered After
Deductible & Coinsurance
and Limitations

OTHER SERVICES

X-Ray, Laboratory, Pathology,
Radiology, (When Performed in
a Non Hospital Setting)

Covered After
Deductible and
Coinsurance

Covered After
Deductible and
Coinsurance

Speech Occupational Physical
Therapy

Covered After Deductible
Coinsurance with 30
Visits Limit Per Year
When Medically
Necessary

Covered After Deductible
& Coinsurance with
30 Visits Limit Per Year
When Medically
Necessary

<u>PLAN BENEFITS</u>	<u>PPO NETWORK BENEFITS</u>	<u>NON-NETWORK BENEFITS</u>
Private Duty Nursing (R.N. Only)	Covered when Medically Necessary After Deductible & Coinsurance	Covered After Deductible & Coinsurance when Medically Necessary
Skilled Nursing Care (Excludes Custodial)	Covered After Deductible and Coinsurance when Medically Necessary Up To the Annual Day Maximum	Covered After Deductible and Coinsurance when Medically Necessary Up to the Annual Day Maximum
Chemotherapy Electroshock Therapy	Covered After Deductible & Coinsurance and Maximums	Covered After Deductible and Coinsurance and Maximums
Hospice	Covered After Deductible & Coinsurance and Maximums established by care unit.	Covered After Deductible & Coinsurance, and Maximums established by care unit.
Prosthetic Devices	Covered After Deductible and Coinsurance when Medically Necessary	Covered After Deductible and Coinsurance when Medically Necessary
Durable Medical Equipment	Covered After Deductible and Coinsurance when Medically Necessary	Covered After Deductible and Coinsurance when Medically Necessary
Prescription Drugs	Covered Subject to In-Network Deductible and Coinsurance.	
Pre-Existing Conditions	\$1,000 Maximum	\$1,000 Maximum

NOTE: If a Kentucky based employee or their dependent(s) vacations or travel for works purposes outside of the Network, the claims will be paid as if the employee or their dependent(s) was In Network.

Big Dutchman, Inc., the Plan Administrator, has engaged NCAS Midwest, Inc., a Third Party Administrator, to aid in the benefit determination and to implement the payment options in the designated manner described above.

All other provisions of the Master plan shall remain unchanged.

The Big Dutchman, Inc. Employee Benefit Plan will be amended to reflect further description of the procedure at the designated participant level of payment.

In Witness whereof, the undersigned has caused this amendment to be duly adopted and effective as of 12:01 A.M., August 15, 1996.

Name Warren Stuk

Mr. Warren Stuk
Title: President, Big Dutchman, Inc.

Date Aug 21, 1996

Witness _____

Title _____

Date _____