

BELLEFONTAINE CITY SCHOOLS
EMPLOYEE HEALTH CARE PLAN

PLAN DOCUMENT

Effective Date: April 1, 2023

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FACTS ABOUT THE PLAN

Name of Plan:

Bellefontaine City Schools Employee Health Care Plan

Name, Address and Phone Number of Employer/Plan Sponsor:

Bellefontaine City Schools
820 Ludlow Road
Bellefontaine, Ohio 43311
937-593-9060

Group Number:

BC

Type of Plan:

Welfare Benefit Plan:

Medical and Prescription benefits

Type of Administration:

Contract administration: The processing of claims for benefits under the terms of the *Plan* is provided through one or more companies contracted by the *employer* and shall hereinafter be referred to as the *claims processor*.

Name, Address and Phone Number of Plan Administrator, and Agent for Service of Legal Process:

Bellefontaine City Schools
820 Ludlow Road
Bellefontaine, Ohio 43311
937-593-9060

Legal process may be served upon the *plan administrator*.

Eligibility Requirements:

For detailed information regarding a person's eligibility to participate in the *Plan*, refer to the following section:
Eligibility, Enrollment and Effective Date

For detailed information regarding a person being ineligible for benefits through reaching *Essential Health Benefit/non-Essential Health Benefit maximum benefit* levels, termination of coverage or *Plan* exclusions, refer to the following sections:

Schedule of Benefits
Termination of Coverage
Plan Exclusions

Source of Plan Contributions:

Contributions for *Plan* expenses are obtained from the *employer* and from covered *employees*. The *employer* evaluates the costs of the *Plan* based on projected *Plan* expenses and determines the amount to be contributed by the *employer* and the amount to be contributed by the covered *employees*. Contributions by the covered *employees* are deducted from their pay on a pre-tax basis as authorized by the *employee* on the enrollment form (whether paper or electronic) or other applicable forms.

Funding Method:

The **employer** pays **Plan** benefits and administration expenses directly from general assets. Contributions received from **covered persons** are used to cover **Plan** costs and are expended immediately.

Standards Relating to Benefits for Mothers and Newborns (Newborns' and Mothers' Health Protection Act of 1996):

If the *Schedule of Benefits* shows that you have coverage for **pregnancy** and newborn care, this **Plan** generally may not, under Federal law, restrict benefits for any **hospital** length of stay in connection with childbirth for the mother or newborn child to less than forty-eight (48) hours following a vaginal delivery, or less than ninety-six (96) hours following a caesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consultation with the mother, from discharging the mother or her newborn earlier than forty-eight (48) hours (or ninety-six (96) hours as applicable). In any case, this **Plan** may not, under Federal law, require that a provider obtain authorization from the **Plan** for prescribing a length of stay not in excess of the above periods.

Preferred Provider Networks:

This **Plan** may contain a **Preferred Provider Organization** (PPO) network and pre-certification requirements. Refer to the **Plan** for detailed information concerning pre-certification and **Preferred Provider** requirements. For a listing of **Preferred Providers**, contact the PPO network listed on your identification card.

Procedures for Filing Claims:

For detailed information on how to submit a claim for benefits, or how to file an appeal on a processed claim, refer to the section entitled *Claim Filing Procedure*.

The designated **claims processor** for claims is:

Trustmark Health Benefits, Inc.
P. O. Box 2920
Clinton, IA 52733-2920

Except as otherwise provided herein, the designated **claims processor** for prescription drug claims and benefits is:

True Rx
7 Williams Bros. Drive
Washington, IN 47501

Consumer Assistance Information:

Covered persons may seek consumer assistance information by contacting 1-833-932-0854 or myTrustmarkBenefits.com.

COBRA Continuation Coverage General Notice

Introduction

You are getting this notice because you recently gained coverage under this group health **Plan**. This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the **Plan**. **This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it.** When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under this **Plan** and under federal law, you should contact the **plan administrator**.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept *late enrollees*.

What is COBRA continuation coverage?

COBRA continuation coverage is a continuation of *Plan* coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your *dependent* children could become qualified beneficiaries if coverage under this *Plan* is lost because of the qualifying event. Under this *Plan*, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you're an *employee*, you'll become a qualified beneficiary if you lose your coverage under this *Plan* because of the following qualifying events:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you're the spouse of an *employee*, you'll become a qualified beneficiary if you lose your coverage under this *Plan* because of the following qualifying events:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to *Medicare* benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your *dependent* children will become qualified beneficiaries if they lose coverage under this *Plan* because of the following qualifying events:

- The parent-*employee* dies;
- The parent-*employee's* hours of employment are reduced;
- The parent-*employee's* employment ends for any reason other than his or her gross misconduct;
- The parent-*employee* becomes entitled to *Medicare* benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under this *Plan* as a "*dependent* child."

When is COBRA continuation coverage available?

This *Plan* will offer COBRA continuation coverage to qualified beneficiaries only after the *plan administrator* has been notified that a qualifying event has occurred. The *employer* must notify the *plan administrator* of the following qualifying events:

- The end of employment or reduction of hours of employment;
- Death of the *employee*; or
- The *employee's* becoming entitled to *Medicare* benefits (under Part A, Part B, or both).

For all other qualifying events (divorce or legal separation of the *employee* and spouse or a *dependent* child's losing eligibility for coverage as a *dependent* child), you must notify the *plan administrator* within 60 days after the qualifying event occurs. You must provide this notice to the *plan administrator* (or its designee).

How is COBRA continuation coverage provided?

Once the *plan administrator* receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect

COBRA continuation coverage. Covered *employees* may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

Disability extension of 18-month period of COBRA continuation coverage

If you or anyone in your family covered under this *Plan* is determined by Social Security to be disabled and you notify the *plan administrator* in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage. The disabled person (or his representative) must submit written proof of the Social Security Administration's disability determination to the *plan administrator* (or its designee) within the initial eighteen (18) month period of continuation coverage and no later than sixty (60) days after the latest of:

- (i.) The date of the disability determination by the Social Security Administration;
- (ii.) The date of the 18-Month Qualifying Event;
- (iii.) The date on which the person loses (or would lose) coverage under this *Plan* as a result of the 18-Month Qualifying Event; or
- (iv.) The date on which the person is furnished with a copy of this Plan Document.

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and *dependent* children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if this *Plan* is properly notified about the second qualifying event. This extension may be available to the spouse and any *dependent* children getting COBRA continuation coverage if the *employee* or former *employee* dies; becomes entitled to *Medicare* benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the *dependent* child stops being eligible under this *Plan* as a *dependent* child. This extension is only available if the second qualifying event would have caused the spouse or *dependent* child to lose coverage under this *Plan* had the first qualifying event not occurred.

Are there other coverage options besides COBRA Continuation Coverage?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, *Medicare*, Medicaid, Children's Health Insurance Program (CHIP) or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

Can I enroll in *Medicare* instead of COBRA Continuation Coverage after my group health plan coverage ends?

In general, if you don't enroll in *Medicare* Part A or B when you are first eligible because you are still employed, after the *Medicare* initial enrollment period, you have an 8-month special enrollment period to sign up for *Medicare* Part A or B, beginning on the earlier of

- The month after your employment ends; or
- The month after group health plan coverage based on current employment ends.

If you don't enroll in *Medicare* and elect COBRA continuation coverage instead, you may have to pay a Part B late enrollment penalty and you may have a gap in coverage if you decide you want Part B later. If you elect COBRA continuation coverage and later enroll in *Medicare* Part A or B before the COBRA continuation coverage ends, this *plan* may terminate your continuation coverage. However, if *Medicare* Part A or B is effective on or before the date

of the COBRA election, COBRA coverage may not be discontinued on account of *Medicare* entitlement, even if you enroll in the other part of *Medicare* after the date of the election of COBRA coverage.

If you are enrolled in both COBRA continuation coverage and *Medicare*, *Medicare* will generally pay first (primary payer) and COBRA continuation coverage will pay second. Certain plans may pay as if secondary to *Medicare*, even if you are not enrolled in *Medicare*.

For more information visit <https://www.medicare.gov/medicare-and-you>.

If you have questions

Questions concerning this *Plan* or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.HealthCare.gov.

Keep your Plan informed of address changes

To protect your family's rights, let the *plan administrator* (or its designee) know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the *plan administrator* (or its designee).

Plan contact information

Bellefontaine City Schools
820 Ludlow Road
Bellefontaine, Ohio 43311
937-593-9060

MEDICAL SCHEDULE OF BENEFITS

Benefit Period: January 1 – December 31

Traditional Plan

MEDICAL BENEFITS TRADITIONAL PLAN	<i>Facilities/Preferred Providers</i> (% of <i>negotiated rate</i> or <i>maximum allowable charge</i> , if applicable) <i>Nonpreferred Providers</i> (% of <i>maximum allowable charge</i>)
Deductible per benefit period	
Individual	\$300
Family (embedded)	\$600
Deductible does not share between preferred and nonpreferred	
Generally, each <i>covered person</i> must pay all of the costs from providers up to the deductible amount before the <i>Plan</i> begins to pay. Embedded family deductible: Any number of covered family members may help to satisfy the family deductible, but no family member will incur more than the individual deductible amount.	
Out-of-Pocket Expense Limit per benefit period (includes deductible, <i>coinsurance</i> , <i>copays</i> , and prescription drug cost-share)	
Individual	\$500
Family (embedded)	\$1,000
Out-of-pocket expense limit does not share between preferred and nonpreferred	
The out-of-pocket expense limit is the most the <i>covered person</i> could pay in a year for <i>covered expenses</i> . The <i>Plan</i> will pay the designated percentage of <i>covered expenses</i> until the out-of-pocket expense limits are reached, at which time the <i>Plan</i> will pay 100% of the remainder of <i>covered expenses</i> for the rest of the benefit period unless stated otherwise. Embedded family out-of-pocket expense limit: Any number of covered family members may help to satisfy the family out-of-pocket expense limit, but no family member will incur more than the out-of-pocket expense limit. The following charges do not apply to the out-of-pocket expense limit and are never paid at 100%: <ul style="list-style-type: none"> • expenses not covered by the <i>Plan</i> • expenses in excess of amounts covered by the <i>Plan</i> • expenses in excess of <i>negotiated rate</i> or <i>maximum allowable charge</i> 	
Standard coinsurance paid by the Plan	90%

MEDICAL BENEFITS TRADITIONAL PLAN	Facilities/Preferred Providers (% of <i>negotiated rate</i> or <i>maximum allowable charge</i> , if applicable) Nonpreferred Providers (% of <i>maximum allowable charge</i>)
Acupuncture	90% after deductible
Allergy Services Allergy testing, injections and serum Specialist	90% after deductible
Ambulance	90% after deductible
Applied Behavior Analysis Therapy (ABA)	90% after deductible
Bereavement Counseling	100% deductible waived
Birthing Center	90% after deductible
Blood (<i>Blood storage and transfusions</i>)	90% after deductible
Cardiac Rehabilitation	90% after deductible
Chemotherapy	90% after deductible
Chiropractic Care Office visits, spinal manipulation, adjustments and x-rays	90% after deductible
Contraceptives	See Women's Preventive Services
Diagnostic Services – Major <i>(such as MRI, CT Scan, PET Scan)</i>	90% after deductible
Diagnostic Services – Minor Laboratory services (includes independent labs) X-ray services (includes freestanding facilities)	90% after deductible 90% after deductible
Dialysis Therapy or Treatment	90% after deductible
Durable Medical Equipment	90% after deductible
Emergency Room Services <i>Emergency Medical Condition</i> Care <i>Facility</i> <i>Physician</i> Non- <i>Emergency Medical Condition</i> Care <i>Facility</i> <i>Physician</i>	90% after deductible 90% after deductible Not Covered Not Covered
Extended Care Facility	90% after deductible Maximum: 100 days per calendar year

MEDICAL BENEFITS TRADITIONAL PLAN	Facilities/Preferred Providers (% of <i>negotiated rate</i> or <i>maximum allowable charge</i> , if applicable) Nonpreferred Providers (% of <i>maximum allowable charge</i>)
Hearing Aids Hearing aids and related services	90% after deductible Limited to cochlear implants only
Home Health Care Home health care visits Home health care supplies & services IV therapy	90% after deductible 90% after deductible 90% after deductible Maximum: 60 visits per calendar year
Hospice Care <i>Inpatient</i> <i>Outpatient</i>	100% deductible waived 100% deductible waived
Hospital – Inpatient <i>Facility</i> <i>Physician/Surgeon</i>	90% after deductible 90% after deductible
Hospital – Outpatient & Ambulatory Surgical Facility <i>Facility</i> <i>Physician/Surgeon</i>	90% after deductible 90% after deductible
Infertility Services Diagnostic testing to determine infertility Medications and treatments	Based on service provided Not Covered
Infusion Therapy	90% after deductible
Occupational Therapy	90% after deductible

The Care Navigator Service is available to *covered persons* with questions about locating a provider. Please call 888-641-8834 to locate a provider. For additional information, please reference the section, *Care Navigator Service* of this document.

MEDICAL BENEFITS TRADITIONAL PLAN	Facilities/Preferred Providers (% of <i>negotiated rate</i> or <i>maximum allowable charge</i> , if applicable) Nonpreferred Providers (% of <i>maximum allowable charge</i>)
Office Visit & Other Services Office visit <i>Primary care physician</i> (includes outpatient visits for <i>mental and nervous disorders</i> and <i>substance use disorder</i>) Specialist Surgery Lab X-ray Other services	90% after deductible 90% after deductible 90% after deductible 90% after deductible 90% after deductible 90% after deductible
Orthotics	90% after deductible Maximum: Replacement is limited to every 5 years, unless growth and development of a child necessitates earlier replacement.
Physical Therapy	90% after deductible
Podiatry Services	Based on service provided
Pregnancy Initial pre-natal visit and urinalysis Subsequent pre-natal visits/care and breastfeeding services and supplies (as required by the <i>Affordable Care Act</i>) Post-natal care and other non-routine/non-preventive pregnancy related care. Delivery	100% deductible waived 100% deductible waived Based on service provided 90% after deductible
Private Duty Nursing <i>Inpatient</i> <i>Outpatient</i>	Not Covered 90% after deductible
Prostheses	90% after deductible
Radiation Therapy	90% after deductible
Respiratory Therapy	90% after deductible
Retail Clinic Visits	90% after deductible

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MEDICAL BENEFITS TRADITIONAL PLAN	Facilities/Preferred Providers (% of <i>negotiated rate</i> or <i>maximum allowable charge</i> , if applicable) Nonpreferred Providers (% of <i>maximum allowable charge</i>)
Routine Preventive Care/Wellness Benefits Includes all evidence-based supplies or services that have in effect a rating of A or B in the current recommendations of the United States Preventive Services Task Force (USPSTF). For additional information visit: http://www.uspreventiveservicestaskforce.org	100% deductible waived
Routine Prostate Examinations	100% deductible waived
Second Surgical Opinion	90% after deductible
Speech Therapy	90% after deductible
Telemedicine (<i>see Telemedicine Services (From Teladoc) for Teladoc benefits</i>) Primary care physician (includes outpatient visits for mental and nervous disorders and substance use disorder) Specialist	90% after deductible 90% after deductible
Temporomandibular Joint Syndrome (TMJ) Treatment	Not Covered
Transplants (Organ or Tissue) <i>Centers of Excellence Facility</i> Facility Physician Meals and Lodging	100% deductible waived 100% deductible waived Not Covered
Urgent Care Center Visit All other services	90% after deductible 90% after deductible
Vision – Routine Services (<i>Routine vision services required by the Affordable Care Act shall be covered under the Routine Preventive Care benefit</i>)	Not Covered

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MEDICAL BENEFITS TRADITIONAL PLAN	Facilities/Preferred Providers (% of <i>negotiated rate</i> or <i>maximum allowable charge</i> , if applicable) Nonpreferred Providers (% of <i>maximum allowable charge</i>)
Weight Loss Services Office visit and basic diagnostic testing, including laboratory services and electrocardiograms (EKGs), but does not include advanced imaging services Surgical treatment Non-surgical treatment, including therapy and behavior modification	Not Covered Not Covered Not Covered
Wigs <i>(Required due to chemotherapy)</i>	90% after deductible Maximum: One wig lifetime
Women's Preventive Services As required by the <i>Affordable Care Act</i>	100% deductible waived
All Other Covered Expenses	90% after deductible

The Care Navigator Service is available to *covered persons* with questions about locating a provider. Please call 888-641-8834 to locate a provider. For additional information, please reference the section, *Care Navigator Service* of this document.

TELEMEDICINE SERVICES (FROM TELADOC)	MEMBER RESPONSIBILITY
<i>Telemedicine Services</i> – General Medical	\$0 <i>copay</i>

PRESCRIPTION DRUG PROGRAM SCHEDULE OF BENEFITS

Benefit Period: January 1 – December 31

Traditional Plan

PRESCRIPTION DRUG PROGRAM BENEFITS –TRADITIONAL PLAN	PARTICIPATING PHARMACY
<p>Participating Pharmacy Out-of-Pocket Expense Limit (per benefit period) is the same as and is combined with the Medical Out-of-Pocket Expense Limit.</p>	
<p>The <i>Plan</i> will pay the designated percentage of <i>covered expenses</i> and will apply the applicable <i>copay</i> until the out-of-pocket expense limits are reached, at which time the <i>Plan</i> will pay 100% of the remainder of <i>covered expenses</i> for the rest of the benefit period unless stated otherwise.</p>	
<p>Retail Pharmacy (30-day supply)</p>	
<p>Routine preventive drugs required by the <i>Affordable Care Act</i></p>	<p>100% deductible waived</p>
<p>Generic</p>	<p>\$10 <i>copay</i></p>
<p>Formulary Brand Name</p>	<p>\$20 <i>copay</i></p>
<p>Non-Formulary Brand Name</p>	<p>\$35 <i>copay</i></p>
<p>Retail Pharmacy (31-90-day supply)</p>	
<p>Generic</p>	<p>\$20 <i>copay</i></p>
<p>Formulary Brand Name</p>	<p>\$40 <i>copay</i></p>
<p>Non-Formulary Brand Name</p>	<p>\$70 <i>copay</i></p>
<p>Mail Order Pharmacy (90-day supply)</p>	
<p>Routine preventive drugs required by the <i>Affordable Care Act</i></p>	<p>100% deductible waived</p>
<p>Generic</p>	<p>\$20 <i>copay</i></p>
<p>Formulary Brand Name</p>	<p>\$40 <i>copay</i></p>
<p>Non-Formulary Brand Name</p>	<p>\$70 <i>copay</i></p>
<p>Specialty Drugs (30-day supply)</p>	
	<p>Not Covered</p>
<p>If the <i>covered person</i> selects a brand drug when a generic equivalent is available, the <i>covered person</i> is responsible for the brand <i>copay</i> plus the cost difference between the generic and brand equivalent.</p>	
<p>If a <i>nonparticipating pharmacy</i> is used, the <i>covered person</i> will be responsible for the <i>copay</i>, plus the difference in cost between the <i>participating pharmacy</i> and <i>nonparticipating pharmacy</i>.</p>	
<p>Specialty Drugs: contact Rx Help Centers at 1-866-478-9593 or www.rxhelpcenters.com</p>	

PREFERRED PROVIDER OR NONPREFERRED PROVIDER

(Applies to *professional providers* only)

Covered persons have the choice of using either a *preferred provider* or a *nonpreferred provider*.

PREFERRED PROVIDER

A *preferred provider* is a *professional provider* which has an agreement in effect with the *Preferred Provider Organization* (PPO) to accept a *negotiated rate* for services rendered to *covered persons*. In turn, the PPO has an agreement with the *plan administrator* or *claims processor* to allow access to *negotiated rates* for services rendered to *covered persons*. The PPO's name and/or logo is shown on the front of the *covered person's* ID card. The *preferred provider* cannot bill the *covered person* for any amount in excess of the *negotiated rate* for *covered expenses*. *Covered persons* should contact the *employer's* Human Resources Department, contact the *claims processor*, or review the PPO's website for a current listing of *preferred providers*.

The *Preferred Provider Organization* (PPO) does not include services and supplies provided *facilities* such as *hospitals, ambulatory surgical facilities*, dialysis clinics or other *facilities*. The *covered person* may contact the *claims processor* or the *plan administrator* with any questions regarding which *facilities* may be included under the *Claim Review and Validation Program*, and which may be included under the PPO network agreement.

For all *facility* providers the *Plan* will identify the *maximum allowable charge* for services and supplies through the *Claim Review and Validation Program*.

NONPREFERRED PROVIDER

A *nonpreferred provider* does not have an agreement in effect with the *Preferred Provider Organization*. Except as explained below, the *Plan* will allow only the *maximum allowable charge* as a *covered expense*. The *Plan* will pay its percentage of the *maximum allowable charge* for the *nonpreferred provider covered expenses*. The *covered person* may be responsible for the remaining balance, which may result in greater out-of-pocket expenses to the *covered person* except as explained below.

1. *Covered expenses* for *emergency services* furnished by a *nonpreferred provider* will:
 - a. Be paid in accordance with the *preferred provider cost sharing*;
 - b. Be subject to the *preferred provider* out-of-pocket expense limit; and
 - c. Be paid based on the lesser of the *qualifying payment amount* or the *nonpreferred provider's* actual charge; or when applicable:
 - i. In a State that has in effect an applicable specified State law, the amount determined in accordance with such law; or
 - ii. In a State that has an all-payer model agreement that applies to this *Plan*, the provider, and the item or service, the amount that the State approves under the all-payer model agreement for that item or service.

The *covered person's cost sharing* will be calculated based on the *recognized amount* and *nonpreferred providers* may not balance bill for amounts in excess of the *covered person's cost sharing*. If the *out-of-network rate* exceeds the *recognized amount*, the difference will not be subject to the deductible.

- d. Not be subject to the *Claim Review and Validation Program* section of this *Plan*.
2. Open Negotiation Period

- a. A **nonpreferred provider** may initiate an open negotiation period with this **Plan** regarding **covered expenses** described in section 1. above. This open negotiation period must be initiated during the thirty (30) business day period beginning on the day the **nonpreferred provider** receives an initial payment or a notice of denial of payment for **covered expenses** described in section 1. above. To initiate the open negotiation period, the **nonpreferred provider** must send notice, consistent with applicable regulations, to this **Plan** on a standard form developed by Federal regulators.
 - b. The day on which the open negotiation notice is sent by the **nonpreferred provider** is the date the thirty (30) business day open negotiation period begins. Any additional payment amount agreed upon during the open negotiation period must be made by this **Plan** within thirty (30) days of such agreement and will not be subject to additional **cost sharing**.
3. Independent Dispute Resolution
- a. In the case of failed negotiations, the **nonpreferred provider** or this **Plan** may initiate the Federal independent dispute resolution (IDR) process established under the No Surprises Act. The IDR process must be initiated, consistent with applicable Federal regulations, within four (4) business days beginning on the thirty-first (31) business day after the start of the open negotiation period.
 - b. Within thirty (30) days after the date a **certified IDR entity** is selected, such entity must select a payment amount and notify this **Plan** and the **nonpreferred provider** of the determination. In the absence of a fraudulent claim or evidence of intentional misrepresentation of material facts presented to the **certified IDR entity**, the decision by such entity is binding on all involved parties.
 - c. Any additional payment amount due from this **Plan** resulting from the decision of the **certified IDR entity**:
 - i. Will not be subject to additional **cost sharing**;
 - ii. Must be paid within thirty (30) days of such determination; and
 - iii. Will result in this **Plan** being responsible for payment of all fees properly charged by the **certified IDR entity**.
 - d. If the **certified IDR entity** determines that no additional payment is due to the **nonpreferred provider** by this **Plan**, such provider will be responsible for payment of the **certified IDR entity** fee. This **Plan** and the **nonpreferred provider** will each be responsible for the Federal IDR administrative fee.
 - e. The **nonpreferred provider** and this **Plan** may agree on a payment amount for an item or service during the independent dispute resolution process but before the date on which the **certified IDR entity** makes a final payment determination. Such amount will be treated as the **out-of-network rate** and to the extent this amount exceeds the initial payment amount and any **cost sharing** amount, the **Plan** must pay the additional amount to the **nonpreferred provider** within thirty (30) business days from the date the agreement is reached. This **Plan** will be responsible for payment of half of all fees charged by the **certified IDR entity**, unless this **Plan** and the **nonpreferred provider** otherwise agree in writing.
4. Notice and Consent Criteria
- a. In order to satisfy the Notice and Consent Criteria, a **nonpreferred provider** must provide the **covered person** with a written notice in paper or electronic form, as selected by the **covered person**, that is physically separate from other documents and contains the following information:
 - i. Notification that the health care provider is a **nonpreferred provider**;
 - ii. Notification of the good faith estimate amount that the **nonpreferred provider** may charge for the items and services, including a notification that the provision of such estimate does not constitute a contract with respect to the estimated charges;

- iii. Information about whether pre-certification or other care management limitations may be required in advance of receiving the items or services.
- b. The above information must be provided to a **covered person**:
 - i. No later than seventy-two (72) hours prior to the date on which the **covered person** is furnished the items or services, when the appointment is scheduled at least seventy-two (72) hours prior; or
 - ii. On the date the appointment is scheduled, in the case where the appointment is scheduled within seventy-two (72) hours prior to the appointment. When the **covered person** is provided with the notice and consent on the same date that the items or services are to be furnished, the notice must be provided no later than three (3) hours prior to furnishing the items or services to which the notice and consent requirements apply.
- c. The **nonpreferred provider** must obtain consent from the **covered person** to be treated by the **nonpreferred provider** and must provide a signed copy of such consent to the **covered person** through mail or email as selected by the **covered person** and provide a copy to the **claims processor**.

5. Continuity of Care

In certain situations, if a **preferred provider** becomes a **nonpreferred provider**, and the **covered person** is a **continuing care patient**, this **Plan** will provide the **covered person** with notice and an opportunity to elect continuing care from such provider. This election will allow the **covered person** to continue to receive benefits under this **Plan** in accordance with the **preferred provider cost sharing**, beginning on the date of the notice and continuing for a period ending of the earlier of:

- a. Ninety (90) days from the date of the notice; or
- b. The date on which the **covered person** is no longer a **continuing care patient** with respect to such provider.

Except as explained above, for the purposes of the *Claim Review and Validation Program*, this Plan will allow only the **maximum allowable charge** as a **covered expense** for **facilities** and **nonpreferred providers**. Please refer to the *Claim Review and Validation Program* section of this document for additional information.

REFERRALS

Referrals to a **nonpreferred provider** are covered as **nonpreferred provider** services, supplies and treatments. It is the responsibility of the **covered person** to assure services to be rendered are performed by **preferred providers** in order to receive the **preferred provider** level of benefits unless described otherwise under the *Nonpreferred Provider* subsection above.

EXCEPTIONS

The following listing of exceptions represents services, supplies or treatments rendered by a **nonpreferred provider** where **covered expenses** shall be payable at the **preferred provider** level of benefits:

1. **Medically necessary** specialty services, supplies or treatments which are not available from a provider within the **Preferred Provider Organization**.
2. When a covered **dependent** resides outside the service area of the **Preferred Provider Organization**.
3. Treatment rendered at a **facility** of the uniformed services.
4. Transportation by a **nonpreferred provider** ambulance for a condition that meets the definition of **emergency medical condition**.

5. Lactation counseling providers.

MEDICAL EXPENSE BENEFIT

This section describes the *covered expenses* of the *Plan*. All *covered expenses* are subject to applicable *Plan* provisions including, but not limited to: deductible, *copay*, *coinsurance* and *maximum benefit* provisions as shown on the *Schedule of Benefits*, unless otherwise indicated. Any portion of an expense *incurred* by the *covered person* for services, supplies or treatment that is greater than the *negotiated rate* for *preferred providers*, or the *maximum allowable charge* in accordance with the *Claim Review and Validation Program* for *facilities* and *nonpreferred providers*, except as described in the *Nonpreferred Provider* subsection, under the *Preferred Provider or Nonpreferred Provider* section, will not be considered a *covered expense* by the *Plan*.

DEDUCTIBLES

Individual Deductible

The individual deductible is the dollar amount of *covered expense* which each *covered person* must have *incurred* during each calendar year before the *Plan* pays applicable benefits. The individual deductible amount is shown on the *Schedule of Benefits*. If the *out-of-network rate* exceeds the *recognized amount* (or the lesser of the billed charges or the *qualifying payment amount* for purposes of *nonpreferred provider* air ambulance services), the difference will not be subject to the deductible.

COINSURANCE

The *Plan* pays a specified percentage of *covered expenses* at the *maximum allowable charge* for *facilities* and *nonpreferred providers* except as described in the *Nonpreferred Provider* subsection, under the *Preferred Provider or Nonpreferred Provider* section, or the percentage of the *negotiated rate* for *preferred providers*. That percentage is specified on the *Schedule of Benefits*. For *nonpreferred providers*, the *covered person* may be responsible for the difference between the percentage the *Plan* paid and one hundred percent (100%) of the billed amount he *covered person's* portion of the *coinsurance* is applied to the out-of-pocket expense limit. See the *Nonpreferred Provider* subsection for more details.

OUT-OF-POCKET EXPENSE LIMIT

After the *covered person* has incurred an amount equal to the out-of-pocket expense limit listed on the *Schedule of Benefits* for *covered expenses*, the *Plan* will begin to pay one hundred percent (100%) of *covered expenses* for the remainder of the calendar year.

Out-of-Pocket Expense Limit Exclusions

The following items do not apply toward satisfaction of the calendar year out-of-pocket expense limit and will not be payable at one hundred percent (100%), even if the out-of-pocket expense limit has been satisfied:

1. Expenses for services, supplies and treatments not covered by the *Plan*, including charges in excess of the *negotiated rate* for *preferred providers* or the *maximum allowable charge*, in accordance with the *Claim Review and Validation Program* for *facilities* and *nonpreferred providers*, as applicable.

MAXIMUM BENEFIT

The *maximum benefit* for all non-*Essential Health Benefits* payable on behalf of a *covered person* is shown on the *Schedule of Benefits*. The non-*Essential Health Benefits* *maximum benefit* applies to the entire time the *covered person* is covered under the *Plan*, either as an *employee*, *dependent*, *alternate recipient* or under COBRA. If the *covered person's* coverage under the *Plan* terminates and at a later date, he again becomes covered under the *Plan*, the non-*Essential Health Benefits* *maximum benefit* will include all benefits paid by the *Plan* for the *covered person* during any period of coverage.

The *Schedule of Benefits* may contain separate **maximum benefit** limitations for specified conditions and/or services. Any separate **maximum benefit** will include all such benefits paid by the **Plan** for the **covered person** during any and all periods of coverage under the **Plan**. No more than the **Essential Health Benefits/non-Essential Health Benefits maximum benefit** will be paid for any **covered person** while covered by the **Plan**.

Notwithstanding any provision of the **Plan** to the contrary, all benefits received by an individual under any benefit option, package or coverage under the **Plan** shall be applied toward the applicable **maximum benefit** paid by the **Plan** for any one **covered person** for such option, package or coverage under the **Plan**, and also toward the **maximum benefit** under any other options, packages or coverages under the **Plan** in which the individual may participate in the future.

FACILITIES AND PROFESSIONAL PROVIDERS

Covered expenses for **preferred providers** are determined based on a percentage of the **negotiated rate**. Except as described in the *Nonpreferred Provider* subsection, under the *Preferred Provider or Nonpreferred Provider* section, **covered expenses** for **facilities** and **nonpreferred providers** will be determined under the **Plan's Claim Review and Validation Program**. Please refer to the section *Claim Review and Validation Program*, for additional information.

HOSPITAL/AMBULATORY SURGICAL FACILITY

Covered expenses shall include the following and are subject to the **maximum allowable charge**:

1. **Room and board** for treatment in a **hospital**, including **intensive care units**, cardiac care units and similar **medically necessary** accommodations. **Covered expenses** for **room and board** shall be limited to the **hospital's semiprivate** rate. **Covered expenses** for **room and board** and for **intensive care** or cardiac care units shall be subject to the **maximum allowable charge** for all **hospitals** and **ambulatory surgical facilities** except as described in the *Nonpreferred Provider* subsection, under the *Preferred Provider or Nonpreferred Provider* section. A full private room rate is covered if the private room is necessary for isolation purposes and is not for the convenience of the **covered person**.
2. Miscellaneous **hospital** services, supplies, and treatments including, but not limited to:
 - a. Admission fees, and other fees assessed by the **hospital** for rendering services, supplies and treatments;
 - b. Use of operating, treatment or delivery rooms;
 - c. Anesthesia, anesthesia supplies and its administration by an employee of the **hospital**;
 - d. Medical and surgical dressings and supplies, casts and splints;
 - e. Blood transfusions, including the cost of whole blood, the administration of blood, blood processing and blood derivatives (to the extent blood or blood derivatives are not donated or otherwise replaced);
 - f. Drugs and medicines (except drugs not used or consumed in the **hospital**);
 - g. X-ray and diagnostic laboratory procedures and services;
 - h. Oxygen and other gas therapy and the administration thereof;
 - i. Therapy services.
3. Services, supplies and treatments described above furnished by an **ambulatory surgical facility**, including follow-up care provided within seventy-two (72) hours of a procedure.
4. Charges for pre-admission testing (x-rays and lab tests) performed within seven (7) days prior to a **hospital** admission which are related to the condition which is necessitating the **confinement**. Such tests shall be payable even if they result in additional medical treatment prior to **confinement** or if they show that **hospital**

confinement is not *medically necessary*. Such tests shall not be payable if the same tests are performed again after the *covered person* has been admitted.

AMBULANCE SERVICES

Covered expenses shall include:

1. Ambulance services for air or ground transportation for the *covered person* from the place of *injury* or serious medical incident to the nearest *hospital* where treatment can be given.
2. Ambulance service is covered in a non-emergency situation only to transport the *covered person* to or from a *hospital* or between *hospitals* for required treatment when such transportation is certified by the attending *physician* as *medically necessary*. Such transportation is covered only from the initial *hospital* to the nearest *hospital* qualified to render the special treatment.
3. *Emergency services* actually provided by an advance life support unit, even though the unit does not provide transportation.

If the *covered person* is admitted to a *nonpreferred hospital* after treatment for an *emergency medical condition*, ambulance service is covered to transport the *covered person* from the *nonpreferred hospital* to a *preferred hospital* after the patient's condition has been *stabilized*, provided such transport is certified by the attending *physician* as *medically necessary*.

EMERGENCY SERVICES/EMERGENCY ROOM SERVICES

Covered expenses for *emergency services* in the emergency department of a *hospital* shall be paid in accordance with the *Schedule of Benefits*. *Emergency services* by a *nonpreferred provider* shall be paid as specified in the section, *Preferred Provider or Nonpreferred Provider*, under the subsection, *Nonpreferred Provider*.

Covered expenses do not include emergency room treatment for conditions that do not meet the definition of *emergency*.

URGENT CARE CENTER

Covered expenses shall include charges for treatment in an *urgent care center*, payable as specified on the *Schedule of Benefits*.

TELEMEDICINE SERVICES

Covered expenses shall include *telemedicine services* provided for *medically necessary* treatment of non-*emergency medical conditions*.

PHYSICIAN SERVICES AND PROFESSIONAL PROVIDER SERVICES

Covered expenses shall include the following services when performed by a *physician* or a *professional provider*. *Covered expenses* are subject to the *maximum allowable charge* for all *nonpreferred providers* and the percentage of the *negotiated rate* for all *preferred providers*:

1. Medical treatment, services and supplies including, but not limited to: office visits, *inpatient* visits, *retail clinic* visits, and home visits.
2. Surgical treatment. Separate payment will not be made for *inpatient* pre-operative or post-operative care normally provided by a surgeon as part of the surgical procedure.
3. Surgical assistance provided by a *physician* or *professional provider* if it is determined that the condition of the *covered person* or the type of surgical procedure requires such assistance.

4. Furnishing or administering anesthetics, other than local infiltration anesthesia, by other than the surgeon or his assistant. However, benefits will be provided for anesthesia services administered by oral and maxillofacial surgeons when such services are rendered in the surgeon's office.
5. Consultations requested by the attending *physician* during a *hospital confinement*. Consultations do not include staff consultations that are required by a *hospital's* rules and regulations.
6. Radiologist or pathologist services for interpretation of x-rays and laboratory tests necessary for diagnosis and treatment.
7. Radiologist or pathologist services for diagnosis or treatment, including radiation therapy and chemotherapy.
8. Allergy testing consisting of percutaneous, intracutaneous and patch tests and allergy injections.

DIAGNOSTIC SERVICES AND SUPPLIES

Covered expenses shall include services and supplies for diagnostic laboratory tests, electronic tests, pathology, ultrasound, nuclear medicine, magnetic imaging and x-rays.

TRANSPLANT

Services, supplies and treatments in connection with human-to-human organ and tissue transplant procedures will be considered *covered expenses* subject to the following conditions:

1. When the recipient is covered under the *Plan*, the *Plan* will pay the recipient's *covered expenses* related to the transplant.
2. When the donor is covered under the *Plan*, the *Plan* will pay the donor's *covered expenses* related to the transplant, provided the recipient is also covered under the *Plan*. *Covered expenses incurred* by each person will be considered separately for each person.
3. Expenses *incurred* by the donor who is not ordinarily covered under the *Plan* according to eligibility requirements will be *covered expenses* to the extent that such expenses are not payable by any other form of health coverage, including any government plan or individual policy of health coverage, and provided the recipient is covered under the *Plan*. The donor's expenses shall be applied to the recipient's *maximum benefit*. In no event will benefits for be payable in excess of the *maximum benefit*.
4. Surgical, storage and transportation costs directly related to procurement of an organ or tissue used in a transplant procedure will be covered for each procedure completed. If an organ or tissue is sold rather than donated, the purchase price of such organ or tissue shall not be considered a *covered expense* under the *Plan*.

If a *covered person's* transplant procedure is not performed as scheduled due to the intended recipient's medical condition or death, benefits will be paid for organ or tissue procurement as described above.

Centers of Excellence Program

In addition to the above transplant benefits, the *covered person* may be eligible to participate in a Centers of Excellence Program. *Covered persons* should contact the *Health Care Management Organization* to discuss this benefit by calling the number shown on the *covered person's* ID card.

A Center of Excellence is a *facility* within a Centers of Excellence Network that has been chosen for its proficiency in performing one or more transplant procedures. Usually located throughout the United States, the Centers of Excellence *facilities* have greater transplant volumes and surgical team experience than other similar *facilities*.

PREGNANCY

Covered expenses shall include services, supplies and treatment related to ***pregnancy*** or ***complications of pregnancy*** for a covered female ***employee***, a covered female spouse of a covered ***employee***, and ***dependent*** female children.

In the event of early discharge from a ***hospital*** or ***birthing center*** following delivery, the ***Plan*** will cover one (1) Registered Nurse home visit.

The ***Plan*** shall cover services, supplies and treatments for abortions (where legal); and where the life of the mother would be endangered if the fetus were carried to term or where medical complications have arisen from an abortion pursuant to the Pregnancy Discrimination Act if applicable.

BIRTHING CENTER

Covered expenses shall include services, supplies and treatments rendered at a ***birthing center*** provided the ***physician*** in charge is acting within the scope of his license and the ***birthing center*** meets all legal requirements. Services of a midwife acting within the scope of his license or registration are a ***covered expense*** provided that the state in which such service is performed has legally recognized midwife delivery.

STERILIZATION

Covered expenses shall include elective surgical sterilization procedures for the covered male ***employee*** or covered male spouse. ***Covered expenses*** for elective surgical sterilization procedures for women shall be considered under the subsection, ***Women's Preventive Services***. Reversal of surgical sterilization is not a ***covered expense***.

INFERTILITY SERVICES

Covered expenses shall include expenses for infertility testing for ***employees*** and their covered spouse.

Covered expenses for infertility testing are limited to the actual testing for a diagnosis of infertility. Any outside intervention procedures (e.g., artificial insemination) will not be considered a ***covered expense***.

CONTRACEPTIVES

Covered expenses shall include charges for medical procedures or supplies related to contraception, including oral contraceptives, contraceptive injections, topical contraceptives and contraceptive vaginal ring. FDA approved contraceptive methods shall be considered under the subsection, ***Women's Preventive Services***.

Charges for contraceptives that require a prescription and are dispensed by a pharmacy are covered under the ***Prescription Drug Program***.

SPECIALTY DRUG COVERAGE

Specialty drugs such as injectables and oral medications covered by the ***pharmacy benefit manager's*** Specialty Drug Program will not be covered under this ***Plan*** when billed on a medical claim form. These drugs must be dispensed through the ***pharmacy benefit manager's*** specialty drug program. For a list of the drugs, please refer to Appendix B.

WELL NEWBORN CARE

The ***Plan*** shall cover well newborn care as part of the mother's claim while the mother is confined for delivery.

Such care shall include, but is not limited to:

1. ***Physician*** services
2. ***Hospital*** services

3. Circumcision

WELL CHILD CARE

Covered expenses for **well childcare** shall include charges for the following services provided to covered **dependent** children, up to age four (4): routine pediatric examinations for a reason other than to diagnose an **injury** or **illness**; immunizations; laboratory and other tests given in connection with pediatric examinations.

ROUTINE PREVENTIVE CARE/WELLNESS BENEFITS

Routine Preventive Care/Wellness Benefits shall include:

1. Evidence-based supplies or services that have in effect a rating of A or B in the current recommendations of the United States Preventive Services Task Force (USPSTF).
2. One (1) screening mammogram, including digital breast tomosynthesis, every calendar year for adult women. In addition, supplemental breast cancer screening (which includes any additional breast cancer screening method deemed **medically necessary** by a treating health care provider, including magnetic resonance imaging, ultrasound, or molecular breast imaging) for adult women who meet either of the following conditions:
 - a. The woman's screening mammography demonstrates that the woman has dense breast tissue; or
 - b. The woman is at an increased risk of breast cancer due to family history, prior personal history of breast cancer, ancestry, genetic predisposition, or other reasons as determined by the woman's health care provider.
3. Colonoscopies, including pre-procedure consultation, bowel preparation kits and pathology exam, for adults age fifty (50) and over.
4. Routine immunizations, as recommended by the Advisory Committee on Immunization Practices of the Centers of Disease Control and Prevention for infants and children through age six (6); children and adolescents age seven (7) through eighteen (18) years and adults age nineteen (19) years and older.
5. Evidence-informed Routine Preventive Care and screenings as provided by the Health Resources Services Administration for infants, children, adolescents and adult women, unless included in the USPSTF recommendations.
6. Screening for tobacco use and two (2) tobacco cessation attempts per year and tobacco cessation medications for a ninety (90) day treatment regimen when prescribed by a **physician**.

The **Plan** will apply reasonable medical management techniques to determine the appropriate frequency, method, treatment, or setting for a preventive item or service to the extent that such techniques are not specified in the recommendations or guidelines.

WOMEN'S PREVENTIVE SERVICES

Covered expenses shall include the following preventive services recommended in guidelines issued by the U.S. Department of Health and Human Services' Health Resources and Services Administration:

1. Annual well-woman office visits to obtain preventive care;
2. Screening for gestational diabetes in a pregnant woman;
3. Human papillomavirus (HPV) DNA testing no more frequently than every three (3) years for a woman age thirty (30) and above;
4. Annual counseling for sexually transmitted infections for a sexually active woman;
5. Annual counseling and screening for human immune deficiency virus for a sexually active woman;
6. FDA approved contraceptive methods, sterilization procedures and patient education and counseling for a woman with reproductive capacity;

7. Breastfeeding support, supplies and counseling, to include the cost of rental or purchase, whichever is less costly, of breastfeeding equipment;
8. Annual screening and counseling for interpersonal and domestic violence; and
9. Genetic counseling for women identified to be at higher risk of having a potentially harmful gene mutation, and, if indicated, BRCA testing for harmful BRCA mutations.

The *Plan* will apply reasonable medical management techniques to determine the appropriate frequency, method, treatment, or setting for a preventive item or service to the extent that such techniques are not specified in the recommendations or guidelines.

ROUTINE PROSTATE EXAMINATIONS

Covered expenses shall include routine prostate examinations and routine prostate specific antigen (PSA) tests, for men.

THERAPY SERVICES

Therapy services must be ordered by a *physician* to aid restoration of normal function lost due to *illness* or *injury* or for congenital anomaly.

Covered expenses shall include:

1. Services of a *professional provider* for cognitive, physical therapy, occupational therapy, speech therapy or respiratory therapy.
2. Radiation therapy and chemotherapy.
3. Dialysis therapy or treatment.
4. Infusion therapy.

HABILITATIVE SERVICES

Covered expenses shall include *medically necessary habilitative services* to help a *covered person* keep, learn or improve skills and functioning for daily living. Examples of *habilitative services* include therapy for a *dependent* child who is not walking or talking at the expected age. Services may include physical, occupational and speech therapy.

EXTENDED CARE FACILITY

Extended care facility services, supplies and treatments shall be a *covered expense* provided the *covered person* is under a *physician's* continuous care and the *physician* certifies that the *covered person* must have twenty-four (24) hours-per-day nursing care.

Covered expenses shall include:

1. *Room and board* (including regular daily services, supplies and treatments furnished by the *extended care facility*) limited to the *facility's* average *semiprivate room* rate; and
2. Other services, supplies and treatment ordered by a *physician* and furnished by the *extended care facility* for *inpatient* medical care.

Extended care facility benefits are subject to the *Essential Health Benefits maximum benefit* specified on the *Schedule of Benefits*.

HOME HEALTH CARE

Home health care enables the ***covered person*** to receive treatment in his home for an ***illness*** or ***injury*** instead of being confined in a ***hospital*** or ***extended care facility***. ***Covered expenses*** shall include the following services and supplies provided by a ***home health care agency***:

1. Part-time or intermittent nursing care by a ***nurse***;
2. Physical, respiratory, occupational or speech therapy;
3. Part-time or intermittent ***home health aide services*** for a ***covered person*** who is receiving covered nursing or therapy services;
4. Medical social service consultations;
5. Nutritional guidance by a registered dietitian and nutritional supplements such as diet substitutes administered intravenously or through hyperalimentation as determined to be ***medically necessary***.

Covered expenses shall be subject to the ***Essential Health Benefits maximum benefit*** specified on the ***Schedule of Benefits***.

A visit by a member of a ***home health care*** team and four (4) hours of ***home health aide service*** will each be considered one (1) ***home health care*** visit.

No ***home health care*** benefits will be provided for dietitian services (except as may be specifically provided herein), homemaker services, maintenance therapy, dialysis treatment, food or home delivered meals, rental or purchase of ***durable medical equipment*** or prescription or non-prescription drugs or biologicals.

HOSPICE CARE

Hospice care is a health care program providing a coordinated set of services rendered at home, in ***outpatient*** settings, or in ***facility*** settings for a ***covered person*** suffering from a condition that has a terminal prognosis.

Hospice care will be covered only if the ***covered person's*** attending ***physician*** certifies that:

1. The ***covered person*** is terminally ill, and
2. The ***covered person*** has a life expectancy of six (6) months or less.

Covered expenses shall include:

1. ***Confinement*** in a ***hospice*** to include ancillary charges and ***room and board***.
2. Services, supplies and treatment provided by a ***hospice*** to a ***covered person*** in a home setting.
3. ***Physician*** services and/or nursing care by a ***nurse***.
4. Physical therapy, occupational therapy, speech therapy or respiratory therapy.
5. Nutrition services to include nutritional advice by a registered dietitian, and nutritional supplements such as diet substitutes administered intravenously or through hyperalimentation as determined to be ***medically necessary***.
6. Counseling services provided through the ***hospice***.
7. Respite care by an aide who is employed by the ***hospice*** for up to four (4) hours per day. (Respite care provides care of the ***covered person*** to allow temporary relief to family members or friends from the duties of caring for the ***covered person***).

8. Bereavement counseling as a supportive service to *covered persons* in the terminally ill *covered person's* immediate family. Benefits will be payable, provided on the date immediately before death, the terminally ill person was covered under the *Plan* and receiving *hospice* care benefits.

Charges *incurred* during periods of remission are not eligible under this provision of the *Plan*. Any *covered expense* paid under *hospice* benefits will not be considered a *covered expense* under any other provision of the *Plan*.

DURABLE MEDICAL EQUIPMENT

Rental or purchase, whichever is less costly (except as noted below for oxygen concentrators), of *medically necessary durable medical equipment* which is prescribed by a *physician* and required for therapeutic use by the *covered person* shall be a *covered expense*.

A charge for the purchase or rental of *durable medical equipment* is considered *incurred* on the date the equipment is received/delivered. *Durable medical equipment* that is received/delivered after the termination date of a *covered person's* coverage under the *Plan* is not covered. Repair or replacement of purchased *durable medical equipment* which is *medically necessary* due to normal use or a physiological change in the patient's condition will be considered a *covered expense*.

Equipment containing features of an aesthetic nature or features of a medical nature which are not required by the *covered person's* condition, or where there exists a reasonably feasible and medically appropriate alternative piece of equipment which is less costly than the equipment furnished, will be covered based on the usual charge for the equipment which meets the *covered person's* medical needs.

Ongoing rental charges for oxygen concentrators shall be a *covered expense*, provided the equipment is determined to be *medically necessary* for the treatment of chronic conditions or upon diagnosis of severe lung disease or other hypoxia related symptoms or findings.

Covered expenses for the rental of breastfeeding equipment shall be considered under the subsection, *Women's Preventive Services*.

PROSTHESES

The initial purchase of a prosthesis (other than dental) provided for functional reasons when replacing all or part of a missing body part (including contiguous tissue) or to replace all or part of the function of a permanently inoperative or malfunctioning body organ shall be a *covered expense*. A charge for the purchase of a prosthesis is considered *incurred* on the date the prosthesis is received/delivered. A prosthesis that is received/delivered after the termination date of a *covered person's* coverage under the *Plan* is not covered. Repair or replacement of a prosthesis which is *medically necessary* due to normal use or a physiological change in the patient's condition will be considered a *covered expense*.

ORTHOTICS

Orthotic devices and appliances (a rigid or semi-rigid supportive device, including custom/molded foot orthotics, which restricts or eliminates motion for a weak or diseased body part), including initial purchase, fitting and repair shall be a *covered expense*. Orthopedic shoes or corrective shoes, unless they are an integral part of a leg brace, and other supportive devices for the feet shall not be covered.

DENTAL SERVICES

Covered expenses shall include repair of sound natural teeth or surrounding tissue provided it is the result of an *injury*. Treatment must be completed within twelve (12) months of the *injury*. Damage to the teeth as a result of chewing or biting shall not be considered an *injury* under this benefit.

Surgical removal of bone or soft tissue impacted wisdom teeth shall also be considered a *covered expense*.

Covered expenses shall include charges for oral surgery such as the excision of partially or completely unerupted impacted teeth, excision of the entire tooth, closed or open reduction of fractures or dislocations of the jaw, and other incision or excision procedures performed on the gums and tissues of the mouth when not performed in conjunction with the extraction of teeth.

Facility charges for oral surgery or dental treatment that ordinarily could be performed in the provider's office will be covered only if the **covered person** has a chronic disease or condition for which treatment in a **facility** is determined by the **Plan** to be **medically necessary**, or if the age of the **covered person** prohibits performing the treatment safely in an office setting.

ORTHOGNATHIC DISORDERS

Surgical and non-surgical treatment of orthognathic disorders shall be a **covered expense**, but shall not include orthodontia or prosthetic devices even if prescribed by a **physician** or **dentist**.

SPECIAL EQUIPMENT AND SUPPLIES

Covered expenses shall include **medically necessary** special equipment and supplies including, but not limited to:

- casts;
- splints;
- braces;
- trusses;
- surgical and orthopedic appliances;
- colostomy and ileostomy bags and supplies required for their use;
- catheters;
- blood sugar measurement devices;
- allergy serums;
- crutches;
- electronic pacemakers;
- oxygen and the administration thereof;
- the initial pair of eyeglasses or contact lenses due to cataract surgery;
- soft lenses or sclera shells intended for use in the treatment of **illness** or **injury** of the eye;
- support or compression stockings, when prescribed by a **physician**;
- a wig or hairpiece when required due to chemotherapy, limited to the non-**Essential Health Benefits maximum benefit** as stated on the **Schedule of Benefits**;
- surgical dressings and other medical supplies ordered by a **professional provider** in connection with medical treatment, but not common first aid supplies.

COSMETIC/RECONSTRUCTIVE SURGERY

Cosmetic surgery or **reconstructive surgery** shall be a **covered expense** provided:

1. A **covered person** receives an **injury** as a result of an **accident** and as a result requires surgery. **Cosmetic** or **reconstructive surgery** and treatment must be for the purpose of restoring the **covered person** to his normal function immediately prior to the **accident**.
2. It is required to correct a congenital anomaly, for example, a birth defect.

GENDER DYSPHORIA

Covered expenses shall include treatment provided by a professional provider for gender dysphoria, a disorder characterized by the specific diagnostic criteria classified in the current edition of the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association. Treatment includes medically necessary psychotherapy, hormone therapy, prescription drugs and surgery. Cosmetic services, including the following, are not covered:

1. Abdominoplasty;
2. Blepharoplasty;
3. Breast enlargement, including augmentation mammoplasty and breast implants;
4. Body contouring such as lipoplasty or liposuction;
5. Brow lift;
6. Calf implants;
7. Cheek, chin, nose implants;
8. Electrolysis;
9. Injection of fillers or neurotoxins;
10. Face lift, forehead lift or neck tightening;
11. Facial bone remodeling;
12. Hair removal;
13. Hair transplantation;
14. Jaw reduction or jaw contouring;
15. Laryngoplasty;
16. Lip augmentation;
17. Lip reduction;
18. Mastopexy;
19. Pectoral implants for chest masculinization;
20. Removal of redundant skin;
21. Rhinoplasty;
22. Skin resurfacing;
23. Thyroid cartilage reduction;
24. Voice modification surgery;

25. Voice lessons and voice therapy.

MASTECTOMY (WOMEN'S HEALTH AND CANCER RIGHTS ACT OF 1998)

The **Plan** intends to comply with the provisions of the federal law known as the Women's Health and Cancer Rights Act of 1998.

Covered expenses will include eligible charges related to **medically necessary** mastectomy.

For a **covered person** who elects breast reconstruction in connection with such mastectomy, **covered expenses** will include:

1. reconstruction of a surgically removed breast, including nipple and areola reconstruction and repigmentation; and
2. surgery and reconstruction of the other breast to produce a symmetrical appearance.

An external breast prosthesis shall be covered once every three (3) calendar years, unless recommended more frequently by a **physician**. The first permanent internal breast prosthesis necessary because of a mastectomy shall also be a **covered expense**.

Prostheses (and **medically necessary** replacements) and physical complications from all stages of mastectomy, including lymphedemas will also be considered **covered expenses** following all **medically necessary** mastectomies.

MENTAL & NERVOUS DISORDERS

The **Plan** will pay for **medically necessary covered expenses** for **inpatient** and **outpatient** treatment, services or supplies for the treatment of **mental and nervous disorders**.

Covered expenses shall include:

1. **Inpatient hospital confinement;**
2. Individual psychotherapy;
3. Group psychotherapy;
4. Psychological testing;
5. Electro-Convulsive therapy (electroshock treatment) or convulsive drug therapy, including anesthesia when administered concurrently with the treatment by the same **professional provider**.

SUBSTANCE USE DISORDER

The **Plan** will pay for **medically necessary covered expenses** for the **inpatient** and **outpatient** treatment of **substance use disorder** in a **hospital** or **treatment center** by a **physician** or **professional provider**.

AUTISM SPECTRUM DISORDERS

Covered expenses shall include services, supplies and treatment for **autism spectrum disorders** performed by a **physician** or a **professional provider** that are focused on behavioral intervention, such as **Applied Behavioral Analysis** (ABA) evaluation and therapy and behavioral services that are focused on primary building skills and capabilities in communication, social interaction and learning.

PRESCRIPTION DRUGS

The ***Plan*** shall cover prescription drugs approved by the Food and Drug Administration dispensed by a ***physician*** or ***dentist***. Antigen and allergy vaccine dispensed by a ***physician*** or certified laboratory shall be a ***covered expense***.

The application of ***copays*** under the *Prescription Drug Program* shall **not** be considered a ***covered expense*** under the *Medical Expense Benefit*.

MEDICAL SPECIALTY DRUG MANAGEMENT

To promote safety and clinically appropriate care while controlling costs, specialty drug coverage under the *Medical Expense Benefit* may be restricted in quantity, duration or require step therapy through pre-certification. See the *Filing a Pre-certification Claim for Specialty Drugs* section of this ***Plan*** for more information.

The quantity that will be covered for certain specialty drugs under this ***Plan*** every 30-days is limited based on national standards and current medical literature. These limits ensure the quantity of units supplied and duration for each prescription remain consistent with clinical dosing guidelines, including building up a required tolerance for a drug.

ROUTINE PATIENT COSTS FOR APPROVED CLINICAL TRIALS

Covered expenses shall include charges for “routine patient costs” incurred by a “qualified individual” participating in an ***approved clinical trial***. “Routine patient costs” do not include:

1. An investigational item, device or service;
2. An item or service provided solely to satisfy data collection and analysis needs, which are not used in the direct clinical management of the patient; or,
3. A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

“Life-threatening disease or condition” means any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

“Qualified Individual” means a ***covered person*** who is eligible to participate in an ***approved clinical trial*** according to the trial protocol with respect to the treatment of cancer or another “life-threatening disease or condition” and either;

1. The referring health care professional is a participating health care ***provider*** and has concluded that the ***covered person’s*** participation in such trial would be appropriate; or,
2. The ***covered person*** provides medical and scientific information establishing that the ***covered person’s*** participation in such trial would be appropriate.

“Routine patient costs” include all items and services consistent with the coverage provide by the ***Plan*** that is typically covered for a ***covered person*** who is not enrolled in a clinical trial.

OFF-LABEL DRUG USE

Covered expenses shall include charges for the use of an FDA-approved drug for a particular indication other than that for which it is approved, but only when the drug has been recognized as safe and effective for the treatment of that indication in one or more of the standard medical reference compendia specified below or in medical literature.

The following standard medical reference compendia are acceptable:

- a. The “AMA drug evaluations,” a publication of the American Medical Association;
- b. The “AHFS (American Hospital Formulary Service) drug information,” a publication of the American Society of Healthy System Pharmacists;

- c. “Drug information for the health care provider,” a publication of the United States Pharmacopeia convention.

Medical literature may be accepted only if all of the following apply:

- a. Two articles from major peer-reviewed professional medical journals have recognized, based on scientific or medical criteria, the drug’s safety and effectiveness for treatment of the indication for which it has been prescribed;
- b. No article from a major peer-reviewed professional medical journal has concluded, based on scientific or medical criteria, that the drug is unsafe or ineffective or that the drug’s safety and effectiveness cannot be determined for the treatment of the indication for which it has been prescribed;
- c. Each article meets the uniform requirements for manuscripts submitted to biomedical journals established by the international committee of medical journal editors or is published in a journal specified by the United States Department of Health and Human Services as acceptable peer-reviewed medical literature.

PHASE III ONCOLOGY CLINICAL TRIALS

Covered expenses shall include charges for a drug, device, supply, treatment, procedure or service that is part of a scientific study of cancer therapy in a Phase III clinical trial sponsored by the National Cancer Institute or institution of similar stature. Trials must have Institutional Review Board (IRB) approval by a qualified IRB. Charges that are not covered include:

1. Costs for services that are not primarily for the care of the patient (such as lab services performed solely to collect data for the trial).
2. Costs for services provided in a clinical trial that are funded by another source.

PODIATRY SERVICES

Covered expenses shall include surgical podiatry services, including incision and drainage of infected tissues of the foot, removal of lesions of the foot, removal or debridement of infected toenails, surgical removal of nail root, and treatment of fractures or dislocations of bones of the foot.

HEARING BENEFIT

Services of a licensed audiologist to determine and measure hearing loss shall be a ***covered expense***. Cochlear implants only shall be a ***covered expense***, subject to the non-***Essential Health Benefits maximum benefit*** as specified on the *Schedule of Benefits*.

ACUPUNCTURE

Acupuncture performed to induce surgical anesthesia shall be a ***covered expense***.

PRIVATE DUTY NURSING

Medically necessary services of a private duty ***nurse*** on an ***outpatient*** basis only shall be a ***covered expense***.

CHIROPRACTIC CARE

Covered expenses include initial consultation, x-rays and treatment (but not maintenance care).

PATIENT EDUCATION

Covered expenses shall include *medically necessary* patient education programs including, but not limited to diabetic education and ostomy care.

Covered expenses for patient education for contraception or lactation training shall be considered under the subsection, *Women's Preventive Services*.

SURCHARGES

Any surcharge or assessment (by whatever name called) on *covered expenses*, required by state or federal law to be paid by the *Plan* for services, supplies and/or treatments rendered by a health care provider shall be a *covered expense* subject to the *covered person's* obligations under the *Plan*.

OUTPATIENT CARDIAC/PULMONARY REHABILITATION PROGRAMS

Covered expenses shall include charges for qualified *medically necessary outpatient* cardiac/pulmonary rehabilitation programs.

SLEEP DISORDERS

Covered expenses shall include charges for sleep studies and treatment of sleep apnea and other sleep disorders, including charges for sleep apnea monitors.

CLAIM REVIEW AND VALIDATION PROGRAM

(Applies to *covered expenses* from *facilities* and *nonpreferred providers* except as described in the *Nonpreferred Provider* subsection, under the *Preferred Provider or Nonpreferred Provider* section)

Upon receipt of the information set forth in the section titled *Medical Claim Filing Procedure*, and sub-section *Filing a Claim*, the claim will be deemed to be filed with the *Plan*; provided, however, that each *covered person* claiming benefits under the *Plan* shall be responsible for supplying, at such times and in such manner as the *claims delegate*, *claims processor* and/or the *plan administrator* in its sole discretion may require, any additional written proof that the expenses were *incurred*, or that the benefit is covered under the *Plan*, which may be requested by the *claims delegate* and/or the *plan administrator*. This includes any substantiating documentation, coordination of benefits information or other information that may be required by the *Plan* as proof.

If the *claims delegate*, *claims processor* and/or *plan administrator*, in its sole discretion, determines that the *covered person* has not incurred *covered expenses*, or that the benefit is not covered under the *Plan*, or if the *covered person* fails to furnish such proof as is requested, no benefits shall be payable under the *Plan*.

Once a claim for benefits is received, the *claims delegate* shall cause such claim to go through a *billing review* and/or *medical review*.

Claim Review and Validation Program. Pursuant to and in accordance with the specific authority granted by the *plan sponsor* to the *claims delegate*, the *Plan* has arranged for the *claims delegate* to establish, implement and oversee an ongoing program of claim review and validation for all *hospital* claims, in order to identify invalid charges, including charges that exceed the *maximum allowable charge* and any other charges and fees not otherwise payable under the terms of the *Plan*. This program may include both *billing review* and *medical record review* (the “*Review Program*”). Benefits for claims will be reduced for any charges that are determined under this Review Program to be in excess of *permitted payment levels*. The determination of *permitted payment levels* under this Review Program may supersede any other *Plan* provisions related to application of a *usual, customary and reasonable* fee determination. The *claims delegate* may, in its discretion and in consultation with the *plan administrator* or its designee, establish specific categories of claims that would not have to be submitted to the Review Program, and/or a dollar amount threshold under which claims (either in general or within a specific category) would not have to be submitted to the Review Program.

Hospitals or *nonpreferred providers* will be given an explanation of any charges that are found to be in excess of *permitted payment levels*. *Assignment of benefits* will remain in force, will constitute consideration in full for medical care rendered, and in exchange for the *hospital's* or *nonpreferred provider's* agreement not to bill the *covered person* for charges which were not covered as a result of the Review Program, will be allowed the rights and privileges to file an appeal of the determination in accordance with the same rights and privileges accorded to *covered persons*.

Any covered person who continues to receive billings from the hospital or nonpreferred provider for charges which were not covered as a result of the Review Program should contact the claims delegate right away for assistance. The claims delegate may be contacted at:

ANASAZI MEDICAL PAYMENT SOLUTIONS, INC.
d/b/a Advanced Medical Pricing Solutions (“AMPS”)
35 Technology Parkway South, Suite 100
Peachtree Corners, GA 30092
Phone: (800) 425-9373
Fax: (866) 861-9227

A *covered person* who is unable to contact the *claims delegate* after making reasonable attempts to do so should contact the *claims processor*. The *plan administrator* is identified in the *Definitions* section in this *Plan* document.

The **covered person** must pay for any cost-sharing features of the **Plan**, such as deductibles, **coinsurance** and **copays**, and any amounts otherwise excluded or limited according to the terms of the **Plan**, except for **improper balances**.

The Review Program's effectiveness will require comprehensive review of detailed records including, for example, itemized statements of charges and descriptions of the medical care provided. Without this detailed information, the **Plan** will be unable to determine the amount of medical care covered under the **Plan** eligible for reimbursement. Any additional information required for **billing review** or **medical record review** will be requested directly from the **hospital** or **nonpreferred provider** and/or the **covered person**. In the event that the **claims delegate** does not receive information adequate for purposes of the Review Program within the time limits required, it will be necessary to deny the claim. Should such a denial be necessary, the **covered person** and/or the **hospital** or **nonpreferred provider** may appeal the denial in accordance with the provisions found in sub-section, *Appealing an Adverse Benefit Determination on a Post-Service Claim*.

Other Information and Guidelines. If, in the opinion of the **claims delegate**, insufficient information is available to determine the **permitted payment level** for a specific treatment, medical care or supply using only the above-listed guidelines, then in establishing the **permitted payment level**, consideration will be given to fair market value, typical pricing and costs for the same or the most comparable treatment, service or supply, as well as to comparative severity and geographic location. Furthermore, notwithstanding anything herein to the contrary, the **claims delegate** has the right, in its sole discretion, to establish **permitted payment levels** for any particular conditions, treatments, medical care and supplies using accepted industry-standard documentation, based on payment amounts commonly received and accepted from other payor(s) for such conditions, treatments, services and supplies, or other credible data or metrics relevant to determining reasonable fees for the same, applied without discrimination to any **covered person**.

Basis for Benefit Adjustment. If the **claims delegate** reasonably concludes that the particular facts and circumstances related to a claim provide a rational basis for and justify reimbursement greater than that which would result from the strict application of the payment formulas set forth above, and the **claims delegate** believes that it would serve the best interests of the **Plan** and its **covered persons** (including interests in avoiding costs and expenses of disputes over payment of claims), the **claims delegate** may, in its sole discretion, increase reimbursement for **covered expenses** included in such claim by up to 25% of the amount of the **permitted payment levels** set forth above. In addition, the **plan administrator** and **claims delegate** shall jointly have the discretion to make a **benefit determination** to pay charges in any amount on claims, but only when, in light of the specific facts and circumstances relating to the incident of care in question, such increased payment is otherwise **usual, customary and reasonable** and: (a) it has been clearly and definitively established that the payment of a lesser amount could not in good faith be considered to represent fair and equitable consideration for the medical care included in the claim, or (b) it is rationally determined to be necessary, appropriate and in the best interests of the **Plan** and its participants to make such increased payment under the circumstances, taking into consideration the availability of alternative sources of the medical care in question in the relevant geographic locale or area, and the value of maintaining **hospital** and **physician** relationships for purposes of future access to such medical care in that locale or area; or (c) in circumstances where applicable law or regulation otherwise clearly requires the **Plan** to pay such charges in such amounts.

PROVIDER OF SERVICE APPEAL RIGHTS – CLAIM REVIEW AND VALIDATION PROGRAM

A **covered person** may appoint the **hospital** or **nonpreferred provider** of service as the authorized representative with full authority to act on his or her behalf in the appeal of a denied claim, an **assignment of benefits** by a **covered person** to a **hospital** or **nonpreferred provider** of service will not constitute appointment of that **hospital** or **nonpreferred provider** as an authorized representative. However, in an effort to facilitate a full and fair review of the denied claim, the **Plan** will consider an appeal received from the **hospital** or **nonpreferred provider** as a **covered person's** appeal, and will respond to the **hospital** or **nonpreferred provider** (and the **covered person**) with the results of the review accordingly. Any such appeal must be made within the time limits and under the conditions for filing an appeal specified under the sub-section, *Appealing an Adverse Benefit Determination on a Post-Service Claim*. Any **hospital** or **nonpreferred provider** that accepts **assignment of benefits**, in accordance with this **Plan**, has agreed to accept and is deemed for all purposes to have accepted such **assignment of benefits** as consideration in full for services rendered, and has agreed to and shall be bound by the rules and provisions set forth within the terms of this **Plan** document. Similarly, **hospitals** or **nonpreferred providers** filing an appeal of an adverse benefit determination under the **Plan**,

other than as a formally appointed authorized representative, must agree, and by filing an appeal shall be deemed to agree: (i) to pursue reimbursement for medical care covered under the *Plan* directly from the *Plan*, further waiving any right to recover such expenses from the *covered person*, and (ii) to comply with the conditions of the sub-section, *Appealing an Adverse Benefit Determination on a Post-Service Claim*. The *covered person* is specifically intended to be and shall be a third-party beneficiary of the agreements referenced in (i) and (ii) above. Any *hospital* or *nonpreferred provider* filing an appeal of an *adverse benefit determination* under the *Plan* that then pursues recovery from the *covered person*, on any legal or equitable theory, shall be acting in violation of this *Plan* and shall be required to immediately refund in full any and all amounts paid to or for the benefit of such *hospital* or *nonpreferred provider* by or on behalf of the *Plan* in connection with the claim in question.

For purposes of this section, the *hospital's* or *nonpreferred provider's* waiver to any right to recover expenses from the *covered person* for medical care covered under the *Plan* does not include the following amounts, which will remain the responsibility of the *covered person*:

- (i) Deductibles;
- (ii) *Copays*;
- (iii) *Coinsurance*;
- (iv) Penalties for failure to comply with the terms of the *Plan*; and
- (v) Charges for medical care which is not included for coverage under the *Plan*. **Note: This does not apply to amounts found to be in excess of the *maximum allowable charge*.** The *covered person* will not be held responsible for any amounts found to be in excess of *permitted payment levels*.

Contact the *claims processor* or the *plan administrator* for additional information regarding *hospital* or *nonpreferred provider* of service appeals.

CARE NAVIGATOR SERVICE

The *Plan* has contracted with a third-party vendor for the pre-payment negotiation of medical services at discounted rates and for assistance in the scheduling of medical procedures and other medical services coordinated through a *care navigator*. The *covered person* must contact the *claims delegate* before any services are rendered or scheduled for the procedures required to access these services. Some of the services the *care navigator* may be used for include:

- a. High-Cost Radiology. A *care navigator* can help schedule an MRI, CT and/or PET Scan in the *covered person's* area.
- b. Ambulatory Surgery and Anesthesia Network. A *care navigator* can help schedule a non-emergent surgical procedure at an *ambulatory surgical facility*.
- c. Cash Payment Single Case Concierge Service. A *care navigator* can help negotiate discounts on proposed treatment where provider pushback has occurred.
- d. AMPS America. A *care navigator* can help find a contracted provider in the *covered person's* area.

Covered persons can contact the *claims delegate* for additional information on the *care navigator* service.

MEDICAL EXCLUSIONS

In addition to *Plan Exclusions*, no benefit will be provided under the *Plan* for medical expenses for the following:

1. Charges for services, supplies or treatment the reversal of surgical sterilization procedures.
2. Charges for services, supplies or treatment related to or the treatment of infertility and artificial reproductive procedures, including, but not limited to: artificial insemination, invitro fertilization, surrogate mother (unless the surrogate is a *covered person*, in which case expenses under subsection *Woman's Preventive Services* and/or *Pregnancy*, will be covered in accordance with this *Plan's* provisions), fertility drugs, embryo implantation, or gamete intrafallopian transfer (GIFT).
3. Charges for treatment or surgery for sexual dysfunction or inadequacies.
4. Charges for *hospital* admission on Friday, Saturday or Sunday unless the admission is due to an *emergency medical condition*, or surgery is scheduled within twenty-four (24) hours. If neither situation applies, *hospital* expenses will be payable commencing on the date of actual surgery.
5. Charges for *inpatient room and board* in connection with a *hospital confinement* primarily for diagnostic tests, unless it is determined by the *Plan* that *inpatient* care is *medically necessary*.
6. Charges for services, supplies or treatment for behavior or conduct disorders, learning disorders, intellectual disability, or senile deterioration. However, the initial examination, office visit and diagnostic testing to determine the *illness* shall be a *covered expense*.
7. Charges for biofeedback therapy.
8. Except as specified herein, charges for services, supplies or treatments which are primarily educational in nature, charges for services for educational or vocational testing or training and work hardening programs regardless of diagnosis or symptoms; charges for training or other forms of education.
9. Charges for marriage, religious, family, career, social adjustment, pastoral or legal counseling.
10. Except as specifically stated in *Medical Expense Benefit, Dental Services*, charges for or in connection with treatment of *injury* or disease of the teeth; oral surgery; treatment of gums or structures directly supporting or attached to the teeth; removal or replacement of teeth; or dental implants.
11. Charges for routine vision examinations and eye refractions; vision therapy (orthoptics); eyeglasses or contact lenses, except as specified herein; dispensing optician's services.
12. Charges for any eye surgery solely for the purpose of correcting refractive defects of the eye, such as near-sightedness (myopia) and astigmatism including radial keratotomy by whatever name called; contact lenses and eyeglasses required as a result of such surgery.
13. Except as *medically necessary* for the treatment of metabolic or peripheral-vascular *illness*, charges for routine, palliative or cosmetic foot care, including, but not limited to: treatment of weak, unstable, flat, strained or unbalanced feet; subluxations of the foot; treatment of corns or calluses; non-surgical care of toenails.
14. Charges for services, supplies or treatment which constitute personal comfort or beautification items, whether or not recommended by a *physician*, such as: television, telephone, air conditioners, air purifiers, humidifiers, electric heating units, orthopedic mattresses, blood pressure instruments, scales, elastic bandages, non-hospital adjustable beds, exercise equipment.
15. Charges for nonprescription drugs, such as vitamins, cosmetic dietary aids, and nutritional supplements except as provided in, *Routine Preventive Care/Wellness Benefits* in accordance with United States Preventive Services Task Force (USPSTF) recommendations.

16. Any prescription refilled in excess of the number specified by the **physician** or any refill dispensed after one (1) year from the **physician's** original order. Dispensing limitation: the amount normally prescribed by a **physician**.
17. Charges for **outpatient** prescription drugs, except as specifically indicated in *Medical Expense Benefit, Prescription Drugs* and except as provided in *Medical Expense Benefit, Medical Specialty Drug Management*.
18. Charges for prescription drugs that are covered under the *Prescription Drug Program* or for the Prescription Drug **copay** applicable thereto.
19. New specialty drugs to market will be excluded from coverage until the date the medication is reviewed by Archimedes, LLC and a utilization management strategy has been established.
20. Charges for specialty drugs listed in Appendix B when not provided through the **pharmacy benefit manager's** Specialty Pharmacy Program as described in the section, *Prescription Drug Program*.
21. Charges for orthopedic shoes (except when they are an integral part of a leg brace and the cost is included in the orthotist's charge) or shoe inserts.
22. Expenses for a **cosmetic surgery** or procedure and all related services, except as specifically stated in *Medical Expense Benefit, Cosmetic/Reconstructive Surgery*.
23. Charges **incurred** as a result of, or in connection with, any procedure or treatment excluded by the **Plan** which has resulted in medical complications.
24. Charges for services, supplies or treatment primarily for weight reduction or treatment of obesity, including, but not limited to: exercise programs or use of exercise equipment; special diets or diet supplements; appetite suppressants; Nutri/System, Weight Watchers or similar programs; and **hospital confinements** for weight reduction programs, except as specifically provided herein or as required by the United States Preventive Services Task Force (USPSTF) A & B recommendations and except as specifically covered in *Medical Expense Benefits, Non-Surgical Treatment of Morbid Obesity*.
25. Charges for surgical weight reduction procedures and all related charges, even if resulting from morbid obesity.
26. Charges for services, supplies and treatment for smoking cessation programs, or related to the treatment of nicotine addiction, including smoking deterrent patches, except as required by the United States Preventive Services Task Force (USPSTF) A & B recommendations.
27. Charges for examination and all related services to determine hearing loss or the fitting, purchase, repair or replacement of a hearing aid.
28. Charges for sports physicals preschool or school examinations.
29. Charges for routine or periodic physical examinations, such as annual physical, screening examination, employment physical, or any related charges, such as premarital lab work, mammogram, and other care not associated with treatment or diagnosis of an **illness** or **injury**, except as specified herein.
30. Charges for treatment of temporomandibular joint dysfunction (TMJ) and related conditions by any method.
31. Charges for **custodial care**, domiciliary care or rest cures.
32. Charges for travel or accommodations, whether or not recommended by a **physician**, except as specifically provided herein.
33. Charges for wigs, artificial hairpieces, artificial hair transplants, or any drug - prescription or otherwise -used to eliminate baldness or stimulate hair growth, except as specified herein.

34. Charges for expenses related to hypnosis.
35. Charges for the expenses of the donor of an organ or tissue for transplant to a recipient who is not a *covered person* under the *Plan*.
36. Charges for professional services billed by a *professional provider* who is an employee of a *hospital* or any other *facility* and who is paid by the *hospital* or other *facility* for the service provided.
37. Charges for environmental change including *hospital* or *physician* charges connected with prescribing an environmental change.
38. Charges for *room and board* in a *facility* for days on which the *covered person* is permitted to leave (a weekend pass, for example).
39. Charges for chelation therapy, except as treatment of heavy metal poisoning.
40. Charges for massage therapy, sex therapy, diversional therapy or recreational therapy.
41. Charges for procurement and storage of one's own blood, unless *incurred* within three (3) months prior to a scheduled surgery.
42. Charges for holistic medicines or providers of naturopathy.
43. Charges for or related to the following types of treatment:
 - a. primal therapy;
 - b. rolfing;
 - c. psychodrama;
 - d. megavitamin therapy;
 - e. visual perceptual training.
44. Charges for structural changes to a house or vehicle.
45. Charges for exercise programs for treatment of any condition, except as specified herein.
46. Charges for immunizations required for travel.
47. Charges for drugs, devices, supplies, treatments, procedures or services that are considered *experimental/investigational* by the *Plan*. The *Plan* will consider a drug, device, supply, treatment, procedure or service to be "*experimental*" or "*investigational*":
 - a. if, in the case of a device or supply, the device or supply cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the device or supply is furnished; or
 - b. if the drug, device, supply, treatment, procedure or service, or the patient's informed consent document utilized with respect to the drug, device, supply, treatment, procedure or service was reviewed and approved by the treating *facility's* institutional review board or other body serving a similar function, or if federal law requires such review or approval; or
 - c. if the *plan sponsor* (or its designee) determines in its sole discretion that the drug, device, supply, treatment, procedure or service is the subject of on-going Phase I or Phase II clinical trials; is the research, *experimental*, study or *investigational* arm of on-going Phase III clinical trials, or is otherwise under study to determine maximum tolerated dose, toxicity, safety or efficacy, however, a drug, device, supply, treatment, procedure or service that meets the standards set in the section *Medical Expense Benefit Phase III Oncology Clinical Trials* or *Off-Label Drug Use* will not be deemed *experimental* or *investigational* solely by reason of this subparagraph; or
 - d. if the *plan sponsor* (or its designee) determines in its sole discretion based on documentation in one of the standard reference compendia or in substantially accepted peer-reviewed medical literature that the prevailing opinion among experts regarding the drug, device, supply, treatment, procedure

or service is that further studies or clinical trials are necessary to determine its maximum tolerated dose, toxicity, safety or efficacy.

48. Charges for *inpatient* private duty nursing.
49. Charges for any services, supplies or treatment not specifically provided herein.

PRESCRIPTION DRUG PROGRAM

PHARMACY OPTION

Participating pharmacies have contracted with the *Plan* to charge *covered persons* reduced fees for covered prescription drugs.

PHARMACY OPTION COPAY

The *copay* is applied to each covered pharmacy drug charge and is shown on the *Schedule of Benefits*. The *copay* amount is not a *covered expense* under the *Medical Expense Benefit*. Any one prescription is limited to the lesser of a thirty (30) day supply or a one hundred (100) unit dose. Maintenance drugs (drugs which are prescribed for long-term usage) may be dispensed in a ninety (90) day supply.

If a drug is purchased from a *nonparticipating pharmacy* or a *participating pharmacy* when the *covered person's* ID card is not used, the *covered person* must pay the entire cost of the prescription, including *copay*, and then submit the receipt to the prescription drug card vendor for reimbursement. If a *nonparticipating pharmacy* is used, the *covered person* will be responsible for the *copay*, plus the difference in cost between the *participating pharmacy* and *nonparticipating pharmacy*.

When the out-of-pocket expense limit is reached, prescription drugs will be paid at 100%.

MAIL ORDER OPTION

The mail order drug benefit option is available for maintenance medications (those that are taken for long periods of time, such as drugs which may be prescribed for heart disease, high blood pressure, asthma, etc.).

MAIL ORDER OPTION COPAY

The *copay* is applied to each covered mail order prescription charge and is shown on the *Schedule of Benefits*. The *copay* is not a *covered expense* under the *Medical Expense Benefit*. Any one prescription is limited to a ninety (90) day supply.

When the out-of-pocket expense limit is reached, prescription drugs will be paid at 100%.

SPECIALTY PHARMACY PROGRAM

Covered persons who take specialty biotech injectables and oral medications must obtain such drugs through the *pharmacy benefit managers* Specialty Pharmacy Program. Specialty drugs include select injectable and oral medications listed in Appendix B:

Any specialty drug listed in Appendix B that is billed on a medical claim form from a *physician, hospital* or other *facility* will not be covered under this *Plan*. These medications must be dispensed by the *pharmacy benefit manager's* Specialty Pharmacy Program in order to be covered.

COVERED PRESCRIPTION DRUGS

1. Abortifacients.
2. Acne Medications.
3. ADD/ADHD Medications.

4. Anabolic Steroids.
5. Anti-Infectives: Antiparasitic Agents.
6. Anti-Infectives: Influenza Agents.
7. Anti-Infectives: Oral Anti-Fungals.
8. Anti-Infectives: Tuberculosis Agents.
9. Codeine
10. Compounded Medications.
11. Devices: Inhaler Spacers.
12. Diabetic Devices, Insulin and Supplies.
13. Emergency Injectables.
14. Federal Legend Drugs.
15. Migraine Medication, quantity limits apply.
16. Sexual Health – quantity limits apply.
17. Substance Abuse Treatment.
18. Vitamins – by Prescription only.
19. Routine preventive drugs as required by the *Affordable Care Act*.
 - Aspirin
 - Bowel Prep
 - Breast Cancer
 - Female Contraceptives
 - Fluoride Supplements – Pediatric
 - Iron Supplements
 - Pre-Exposure Prophylaxis of HIV
 - Prenatal Products
 - Smoking Cessation
 - Statin Medications
20. Any other drug which, under the applicable state law, may be dispensed only upon the written prescription of a *qualified prescriber*.

LIMITS TO THIS BENEFIT

This benefit applies only when a *covered person* incurs a covered prescription drug charge. The covered drug charge for any one prescription will be limited to:

1. Refills only up to the number of times specified by a *physician*.
2. Refills up to one year from the date of order by a *physician*.

EXPENSES NOT COVERED

1. A drug or medicine that can legally be purchased without a written prescription. This does not apply to injectable insulin or routine preventive drugs as required by the *Affordable Care Act*.

2. A charge for allergy serums.
3. A charge for Anti-Obesity/Appetite Suppressants.
4. A charge for Cosmetics (non-acne).
5. Durable Medical Equipment.
6. A charge for Fertility Agents.
7. A charge for Gene Therapy Medications.
8. A charge for Nutritional Supplements and Medical Food.
9. A charge for Orphan Drugs.
10. Repackaged Products.
11. A charge for Sex Transformation Medication.
12. Specialty: Growth Hormones.
13. Specialty: True Rx Specialty List.
14. Devices of any type, even though such devices may require a prescription. These include, but are not limited to: therapeutic devices, artificial appliances, braces, support garments, or any similar device.
15. Immunization agents or biological sera, blood or blood plasma.
16. A drug or medicine labeled: "Caution - limited by federal law to *investigational* use."
17. *Experimental* drugs and medicines, even though a charge is made to the *covered person*, including DESI drugs (drugs determined by the FDA as lacking substantial evidence of effectiveness).
18. Any charge for the administration of a covered prescription drug.
19. Any drug or medicine that is consumed or administered at the place where it is dispensed.
20. A drug or medicine that is to be taken by the *covered person*, in whole or in part, while *hospital* confined. This includes being confined in any institution that has a *facility* for dispensing drugs.
21. A charge for prescription drugs which may be properly received without charge under local, state or federal programs.
22. A charge for hypodermic syringes and/or needles, injectables or any prescription directing administration by injection (unless specifically listed as covered).
23. A charge for infertility medication.
24. A charge for contraceptive devices.
25. A charge for Growth Hormones.
26. A charge for legend vitamins, except pre-natal legend vitamins.
27. A charge for fluoride supplements, except as required by the United States Preventive Services Task Force (USPSTF) A & B recommendations.
28. A charge for medications that are cosmetic in nature (*i.e.*, treating hair loss, wrinkles, etc.).

29. A charge for Tretinoin, all dosage forms except Retin A.
30. A charge for Levonorgestrel (Norplant implants).
31. A charge for emergency allergy reaction kits, including Epi-pen and Ana-kit.
32. A charge for over-the-counter diabetic supplies.
33. A charge for ostomy supplies.
34. A charge for dietary supplements or dietary aids.
35. A charge for drugs to enhance athletic performance.
36. A charge for non-legend drugs, other than as specifically listed herein or as required by the United States Preventive Services Task Force (USPSTF) A & B recommendations.

Any prescription drug covered under the *Prescription Drug Program* will not be covered under the *Medical Expense Benefit*, except as specified in *Medical Expense Benefit, Prescription Drugs*.

NOTICE OF AUTHORIZED REPRESENTATIVE

The ***covered person*** may provide the ***plan administrator*** (or its designee) with a written authorization for an authorized representative to represent and act on behalf of a ***covered person*** and consent to the release of information related to the ***covered person*** to the authorized representative with respect to a claim for benefits or an appeal. Authorization forms may be obtained from the Human Resources Department.

APPEALING AN ADVERSE BENEFIT DETERMINATION ON A POST-SERVICE PRESCRIPTION DRUG CLAIM

A ***covered person***, or the ***covered person's*** authorized representative, may request a review of an ***adverse benefit determination*** on a Post-Service prescription drug claim by making written request to the ***claims processor*** within one hundred eighty (180) calendar days from receipt of notification of the ***adverse benefit determination*** and stating the reasons the ***covered person*** feels the claim should not have been denied.

The following describes the review process and rights of the ***covered person*** for a full and fair review:

1. The ***covered person*** has the right to submit documents, information and comments and to present evidence and testimony.
2. The ***covered person*** has the right to access, free of charge, ***relevant information*** to the claim for benefits.
3. Before a final ***adverse benefit determination*** on appeal is rendered, the ***covered person*** will be provided, free of charge, with any new or additional rationale or evidence considered, relied upon, or generated by the ***Plan*** in connection with the claim. Such information will be provided as soon as possible and sufficiently in advance of the notice of ***final internal adverse benefit determination***. However, there could be circumstances where the new or additional evidence or rationale could be received so late that it would be impossible to provide the ***covered person*** in time to have a reasonable opportunity to respond. In these circumstances, the period for providing notice of final determination on appeal will be tolled until the earliest of the following dates:
 - a. The date the ***covered person*** responds to the new or additional rationale or evidence; or
 - b. Three (3) weeks from the date the new or additional rationale or evidence was mailed to the ***covered person***.
4. The review takes into account all information submitted by the ***covered person***, even if it was not considered in the initial benefit determination.
5. The review by the ***claims processor*** will not afford deference to the original ***adverse benefit determination***.
6. The ***claims processor*** will not be:
 - a. The individual who originally denied the claim, nor
 - b. Subordinate to the individual who originally denied the claim.

7. If the original **adverse benefit determination** was, in whole or in part, based on medical judgment:
 - a. The **claims processor** will consult with a **professional provider** who has appropriate training and experience in the field involving the medical judgment; and
 - b. The **professional provider** utilized by the **claims processor** will be neither:
 - (i.) An individual who was consulted in connection with the original **adverse benefit determination**, nor
 - (ii.) A subordinate of any other **professional provider** who was consulted in connection with the original **adverse benefit determination**.
8. If requested, the **claims processor** will identify the medical or vocational expert(s) who gave advice in connection with the original **adverse benefit determination**, whether or not the advice was relied upon.

NOTICE OF BENEFIT DETERMINATION ON A POST-SERVICE PRESCRIPTION DRUG CLAIM APPEAL

The **plan administrator** (or its designee) shall provide the **covered person** (or authorized representative) with a written notice of the appeal decision within sixty (60) calendar days of receipt of a written request for the appeal.

If the appeal is denied, the Notice of Appeal Decision will contain an explanation of the Decision, including:

1. The specific reasons for the **adverse benefit determination**.
2. Reference to specific **Plan** provisions on which the **adverse benefit determination** is based.
3. A statement that the **covered person** has the right to access, free of charge, **relevant information** to the claim for benefits.
4. A statement of the **covered person's** right to request an external review and a description of the process for requesting such a review.
5. If an internal rule, guideline, protocol or other similar criterion was relied upon, the Notice of Appeal Decision will contain either:
 - a. A copy of that criterion, or
 - b. A statement that such criterion was relied upon and will be supplied free of charge, upon request.
6. If the **adverse benefit determination** was based on **medical necessity**, **experimental/investigational** treatment or similar exclusion or limit, the **plan administrator** (or its designee) will supply either:
 - a. An explanation of the scientific or clinical judgment, applying the terms of the **Plan** to the claimant's medical circumstances, or
 - b. A statement that such explanation will be supplied free of charge, upon request.

EXTERNAL APPEAL

A **covered person**, or the **covered person's** authorized representative, may request a review of an **adverse benefit determination** appeal if the claim determination involves medical judgment or a rescission by making written request to the **claims processor** within four (4) months of receipt of notification of the **final internal adverse benefit determination**. Medical judgment includes, but is not limited to:

1. **Medical necessity**;
2. Appropriateness;
3. **Experimental or investigational** treatment;
4. Health care setting;
5. Level of care; and
6. Effectiveness of a **covered expense**.

If there is no corresponding date four (4) months after the date of receipt of such a notice, then the request must be made by the first day of the fifth month following the receipt of the notice of **final internal adverse benefit**

determination. {Note: If the date of receipt of the notice is October 30, because there is no February 30, the request must be filed by March 1, or the next day if March 1st falls on a Saturday, Sunday or Federal holiday.}

RIGHT TO EXTERNAL APPEAL

Within five (5) business days of receipt of the request, the **claims processor** will perform a preliminary review of the request to determine if the request is eligible for external review, based on confirmation that the **final internal adverse benefit determination** was the result of:

1. Medical judgment; or
2. Rescission of coverage under this **Plan**.

NOTICE OF RIGHT TO EXTERNAL APPEAL

The **plan administrator** (or its designee) shall provide the **covered person** (or authorized representative) with a written notice of the decision as to whether the claim is eligible for external review within one (1) business day after completion of the preliminary review.

The Notice of Right to External Appeal shall include the following:

1. The reason for ineligibility and the availability of the Employee Benefits Security Administration at 1-866-444-3272, if the request is complete but not eligible for external review.
2. If the request is incomplete, the information or materials necessary to make the request complete and the opportunity for the **covered person** to perfect the external review request by the later of the following:
 - a. The four (4) month filing period; or
 - b. Within the forty-eight (48) hour time period following the **covered person's** receipt of notification.

INDEPENDENT REVIEW ORGANIZATION

For external reviews by an Independent Review Organization (IRO), such IRO shall be accredited by URAC or a similar nationally recognized accrediting organization and shall be assigned to conduct the external review. The assigned IRO will timely notify the **covered person** in writing of the request's eligibility and acceptance for external review.

NOTICE OF EXTERNAL REVIEW DETERMINATION

The assigned IRO shall provide the **plan administrator** (or its designee) and the **covered person** (or authorized representative) with a written notice of the final external review decision within forty-five (45) days after receipt of the external review request.

The Notice of Final External Review Decision from the IRO is binding on the **covered person**, the **Plan** and **claims processor**, except to the extent that other remedies may be available under State or Federal law.

EXPEDITED EXTERNAL REVIEW

The **plan administrator** (or its designee) shall provide the **covered person** (or authorized representative) the right to request an expedited external review upon the **covered person's** receipt of either of the following:

1. An **adverse benefit determination** involving a medical condition for which the timeframe noted above for completion of an internal appeal would seriously jeopardize the health or life of the **covered person** or the **covered person's** ability to regain maximum function and the **covered person** has filed an internal appeal request.

2. A ***final internal adverse benefit determination*** involving a medical condition for which the timeframe for completion of a standard external review would seriously jeopardize the health or life of the ***covered person*** or the ***covered person's*** ability to regain maximum function or if the ***final internal adverse benefit determination*** involves any of the following:
 - a. An admission,
 - b. Availability of care,
 - c. Continued stay, or
 - d. A health care item or service for which the ***covered person*** received ***emergency services***, but has not yet been discharged from a ***facility***.

Immediately upon receipt of the request for *Expedited External Review*, the ***Plan*** will do all of the following:

1. Perform a preliminary review to determine whether the request meets the requirements in the subsection, *Right to External Appeal*.
2. Send notice of the ***Plan's*** decision, as described in the subsection, *Notice of Right to External Appeal*.

Upon determination that a request is eligible for external review, the ***Plan*** will do all of the following:

1. Assign an IRO as described in the subsection, *Independent Review Organization*.
2. Provide all necessary documents or information used to make the ***adverse benefit determination*** or final ***adverse benefit determination*** to the IRO either by telephone, facsimile, electronically or other expeditious method.

The assigned IRO will provide notice of final external review decision as expeditiously as the ***covered person's*** medical condition or circumstances require, but in no event more than seventy-two (72) hours after receipt of the expedited external review request. The notice shall follow the requirements in the subsection, *Notice of External Review Determination*. If the notice of the expedited external review determination was not in writing, the assigned IRO shall provide the ***plan administrator*** (or its designee) and the ***covered person*** (or authorized representative) written confirmation of its decision within forty-eight (48) hours after the date of providing that notice.

PLAN EXCLUSIONS

The **Plan** will not provide benefits for any of the items listed in this section, regardless of **medical necessity** or recommendation of a **physician** or **professional provider**.

1. Charges for services, supplies or treatment from any **hospital** owned or operated by the United States government or any agency thereof or any government outside the United States, or charges for services, treatment or supplies furnished by the United States government or any agency thereof or any government outside the United States, unless payment is legally required.
2. Charges for an **injury** sustained or **illness** contracted while on active duty in military service, unless payment is legally required.
3. Charges for services, treatment or supplies for treatment of **illness** or **injury** which is caused by or attributed to by war or any act of war, participation in a riot, civil disobedience or insurrection. "War" means declared or undeclared war, whether civil or international, or any substantial armed conflict between organized forces of a military nature.
4. Any condition for which benefits of any nature are payable or are found to be eligible, either by adjudication or settlement, under any Workers' Compensation law, Employer's liability law, or occupational disease law, even though the **covered person** fails to claim rights to such benefits or fails to enroll or purchase such coverage. This does not include a **covered person** that is a sole proprietor, partner or executive officer that is not required by law to have workers' compensation or similar coverage and does not have such coverage.
5. Charges made for services, supplies and treatment which are not **medically necessary** for the treatment of **illness** or **injury** or which are not recommended and approved by the attending **physician**, except as specifically stated herein, or to the extent that the charges exceed the, **qualifying payment amount** (subject to the **out-of-network rate**), **maximum allowable charge** or the **negotiated rate**, as applicable.
6. Charges in connection with any **illness** or **injury** of the **covered person** resulting from or occurring during the **covered person's** commission or attempted commission of a criminal battery or felony. Claims shall be denied if the **plan administrator** has reason to believe, based on objective evidence such as police reports or medical records, that a criminal battery or felony was committed by the **covered person**. This exclusion will not apply to an **illness** and/or **injury** sustained due to a medical condition (physical or mental) or domestic violence.
7. To the extent that payment under the **Plan** is prohibited by any law of any jurisdiction in which the **covered person** resides at the time the expense is **incurred**.
8. Charges for services rendered and/or supplies received prior to the **effective date** or after the termination date of a person's coverage, except as specifically provided herein.
9. Any services, supplies or treatment for which the **covered person** is not legally required to pay; or for which no charge would usually be made; or for which such charge, if made, would not usually be collected if no coverage existed; or to the extent the charge for the care exceeds the charge that would have been made and collected if no coverage existed.
10. Charges for services, supplies and treatment that are considered **experimental/investigational** except as specified herein.
11. Charges **incurred** outside the United States if the **covered person** traveled to such a location for the sole purpose of obtaining services, supplies or treatment.
12. Charges for services, supplies or treatment rendered by any individual who is a **close relative** of the **covered person** or who resides in the same household as the **covered person**.

13. Charges for services, supplies or treatment rendered by *physicians* or *professional providers* beyond the scope of their license; for any treatment, *confinement* or service which is not recommended by or performed by an appropriate *professional provider*.
14. Charges for *illnesses* or *injuries* suffered by a *covered person* due to the action or inaction of any party if the *covered person* fails to provide information as specified in the section, *Subrogation/Reimbursement*.
15. Claims not submitted within the *Plan's* filing limit deadlines as specified in the section, *Medical Claim Filing Procedure*.
16. Charges for completion of claim forms and charges associated with missed appointments.
17. This *Plan* will not pay for any charge which has been refused by another plan covering the *covered person* as a penalty assessed due to non-compliance with that plan's rules and regulations, if shown on the primary carrier's explanation of benefits.

ELIGIBILITY, ENROLLMENT AND EFFECTIVE DATE

This section identifies the *Plan's* requirements for a person to participate in the *Plan*.

EMPLOYEE ELIGIBILITY

All *full-time employees* regularly scheduled to work at least thirty (30) hours per work week shall be eligible to enroll for coverage under the *Plan*. This does not include temporary or seasonal *employees* working less than an average of thirty (30) hours per work week over the *employer's measurement period*.

If applicable under the *Affordable Care Act*, an *employee* of the *employer* who is not currently working the minimum number of hours, but was working on average the minimum number of hours during the *employer's measurement period* and is eligible during the *employer's stability period*, as documented by the *employer* and consistent with the *Affordable Care Act*, applicable regulations and regulatory guidance, is eligible to enroll under the *Plan*, provided the *employee* is a member of a class eligible for coverage and has satisfied any waiting period that may be required by the *employer*.

EMPLOYEE ENROLLMENT

An *employee* must file a written application (or electronic, if applicable) with the *employer* for coverage hereunder for himself within thirty (30) days of becoming eligible for coverage. The *employee* shall have the responsibility of timely forwarding to the *employer* all applications for enrollment hereunder. If the *employee* failed to make timely enrollment, the *employee* is considered a *late enrollee* and not eligible for coverage under the *Plan* until the next open enrollment period unless the *employee* otherwise qualifies for special enrollment during the *Plan* year.

EMPLOYEE(S) EFFECTIVE DATE

An *employer* may require new *employees* to complete a one (1) month, less one (1) day, "reasonable and bona fide" orientation period before the eligibility waiting period begins for the *employer's* group health plan.

Eligible *employees*, as described in *Employee Eligibility*, are covered under the *Plan* on the first day of the month following the date of hire provided the *employee* has enrolled for coverage as described in *Employee Enrollment*.

DEPENDENT(S) ELIGIBILITY

The following describes *dependent* eligibility requirements. The *employer* will require proof of *dependent* status.

1. The term "spouse" means the spouse of the *employee* under a legally valid existing marriage, provided that there exists no applicable law or laws, as determined by the *plan administrator* that would prohibit or otherwise adversely affect the administration of the *Plan* in accordance with such definition.
2. The *employee's* natural child, stepchild, legally adopted child, child *placed for adoption*, and *foster child*, and a child for whom the *employee* or covered spouse has been appointed legal guardian, through the end of the month in which the child reaches twenty-six (26) years of age.
3. An eligible child shall also include any other child of an *employee* or their spouse who is recognized in a National Medical Support Notice (NMSN) which has been issued by any court judgment, decree, or order as being entitled to enrollment for coverage under the *Plan*. Such child shall be referred to as an *alternate recipient*. *Alternate recipients* are eligible for coverage only if the *employee* is also covered under the *Plan*. An application for enrollment must be submitted to the *employer* for coverage under the *Plan*. The *employer/plan administrator* shall establish written procedures for determining whether a medical child support order is a NMSN and for administering the provision of benefits under the *Plan* pursuant to a valid

NMSN. Within a reasonable period after receipt of a medical child support order, the **employer/plan administrator** shall determine whether such order is a NMSN, as defined in 42 U.S.C.A §666 of the Child Support Performance and Incentive Act of 1998.

The **employer/plan administrator** reserves the right, waivable at its discretion, to seek clarification with respect to the order from the court or administrative agency which issued the order, up to and including the right to seek a hearing before the court or agency.

4. A **dependent** child who was covered under the **Plan** prior to the end of the month in which the child reached twenty-six (26) years of age, is unmarried, is incapable of self-sustaining employment, is dependent upon the **employee** for support, due to a mental and/or physical disability, will remain eligible for coverage under the **Plan** beyond the date coverage would otherwise terminate.

Proof of incapacitation for such **dependent** child who reaches age twenty-six (26) after the **effective date** shown on the first page of this **Plan** document must be provided within thirty-one (31) days of the date the coverage would otherwise terminate.

Proof of incapacitation for any **dependent** child after age twenty-six (26) may be requested by the **employer** or **claims processor**, but not more than once every two (2) years. Eligibility may not be continued beyond the earliest of the following:

- a. Cessation of the mental and/or physical disability;
- b. Failure to furnish any required proof of mental and/or physical disability or to submit to any required examination.

Every eligible **employee** may enroll eligible **dependents**. However, if both the husband and wife are **employees**, they may choose to have one covered as the **employee**, and the spouse covered as the **dependent** of the **employee**, or they may choose to have both covered as **employees**. Eligible children may be enrolled as **dependents** of one spouse, but not both.

DEPENDENT ENROLLMENT

An **employee** must file a written application (or electronic, if applicable) with the **employer** for coverage hereunder for his eligible **dependents** within thirty (30) days of becoming eligible for coverage; and within thirty (30) days of marriage or the acquiring of children or birth of a child. The **employee** shall have the responsibility of timely forwarding to the **employer** all applications for enrollment hereunder. If the **employee** failed to make timely enrollment for his eligible **dependents**, the **dependents** are considered **late enrollees** and not eligible for coverage under the **Plan** until the next open enrollment period, unless the **dependent** otherwise qualifies for a special enrollment during the **Plan** year.

DEPENDENT(S) EFFECTIVE DATE

Eligible **dependent(s)**, as described in *Dependent(s) Eligibility*, will become covered under the **Plan** on the later of the dates listed below, provided the **employee** has enrolled them in the **Plan** within thirty (30) days of meeting the **Plan's** eligibility requirements and any required contributions are made.

1. The date the **employee's** coverage becomes effective.
2. The date the **dependent** is acquired, provided the **employee** has applied for **dependent** coverage within thirty (30) days of the date acquired.
3. Newborn children will be considered a **dependent** under the **Plan** immediately following birth provided the **employee** has applied for **dependent** enrollment within thirty (30) days of birth.
4. Coverage for a newly adopted or to be adopted child shall be effective on the date the child is **placed for adoption**, provided the **employee** has applied for **dependent** coverage within thirty (30) days of the date the child is **placed for adoption**.

SPECIAL ENROLLMENT PERIOD (OTHER COVERAGE)

An **employee** or **dependent** who did not enroll for coverage under this **Plan** because he was covered under other group coverage or had health insurance coverage at the time he was initially eligible for coverage under this **Plan**, may request a special enrollment period if he is no longer eligible for the other coverage. Special enrollment periods will be granted if the individual's loss of eligibility is due to:

1. Termination of the other coverage (including exhaustion of COBRA benefits).
2. Cessation of employer contributions toward the other coverage.
3. Legal separation or divorce.
4. Termination of other employment or reduction in number of hours of other employment.
5. Death of **dependent** or spouse.
6. Cessation of other coverage because **employee** or **dependent** no longer resides or works in the service area and no other benefit package is available to the individual.
7. Cessation of **dependent** status under other coverage and **dependent** is otherwise eligible under **employee's Plan**.

Notwithstanding any provision of the **Plan** to the contrary, all benefits received by an individual under any benefit option, package or coverage under the **Plan** shall be applied toward any applicable **maximum benefit** paid by the **Plan** for any one **covered person** for such option, package or coverage under the **Plan**, and also toward any applicable **maximum benefit** under any other options, packages or coverages under the **Plan** in which the individual may participate in the future.

The end of any extended benefits period, which has been provided due to any of the above, will also be considered a loss of eligibility.

However, loss of eligibility does not include a loss due to failure of the individual to pay premiums or contributions on a timely basis or termination of coverage for cause (such as making a fraudulent claim or an intentional misrepresentation of a material fact in connection with the other coverage).

The **employee** or **dependent** must request the special enrollment and enroll no later than thirty (30) days from the date of loss of other coverage.

The **effective date** of coverage as the result of a special enrollment shall be the first day of the first calendar month following the **plan administrator's** receipt of the completed enrollment form.

SPECIAL ENROLLMENT PERIOD (DEPENDENT ACQUISITION)

An **employee** who is currently covered or not covered under the **Plan**, but who acquires a new **dependent** may request a special enrollment period for himself, if applicable, his newly acquired **dependent** and his spouse, if not already covered under the **Plan** and otherwise eligible for coverage.

For the purposes of this provision, the acquisition of a new **dependent** includes:

- marriage
- birth of a **dependent** child
- adoption or **placement for adoption** of a **dependent** child
- legal guardianship of a **dependent** child

- a *foster child* being placed with the *employee*

The *employee* must request the special enrollment within thirty (30) days of the acquisition of the *dependent*.

The *effective date* of coverage as the result of a special enrollment shall be:

1. in the case of marriage, the first day of the first calendar month following the *plan administrator's* receipt of the completed enrollment form;
2. in the case of a *dependent's* birth, the date of such birth;
3. in the case of adoption or *placement for adoption*, the date of such adoption or *placement for adoption*;
4. in the case of legal guardianship, the date on which such child is placed in the covered *employee's* home pursuant to a court order appointing the covered *employee* as legal guardian for the child;
5. in the case of a *foster child* being placed with the *employee*, on the date on which such child is placed with the *employee* by an authorized placement agency or by judgement, decree or other order of a court of competent jurisdiction.

SPECIAL ENROLLMENT PERIOD (CHILDREN'S HEALTH INSURANCE PROGRAM (CHIP) REAUTHORIZATION ACT OF 2009)

The *Plan* intends to comply with the Children's Health Insurance Program Reauthorization Act of 2009.

An *employee* who is currently covered or not covered under the *Plan* may request a special enrollment period for himself, if applicable, and his *dependent*. Special enrollment periods will be granted if:

1. the individual's loss of eligibility is due to termination of coverage under a state children's health insurance program or Medicaid; or,
2. the individual is eligible for any applicable premium assistance under a state children's health insurance program or Medicaid.

The *employee* or *dependent* must request the special enrollment and enroll no later than sixty (60) days from the date of loss of other coverage or from the date the individual becomes eligible for any applicable premium assistance.

OPEN ENROLLMENT

Open enrollment is the period designated by the *employer* during which the *employee* may change benefit plans or enroll in the *Plan* if he did not do so when first eligible or does not qualify for a special enrollment period. An open enrollment will be permitted once in each calendar year as designated by the *employer*.

During this open enrollment period, an *employee* and his *dependents* who are covered under the *Plan* or covered under any *employer* sponsored health plan may elect coverage or change coverage under the *Plan* for himself and his eligible *dependents*. An *employee* must make written application (or electronic, if applicable) as provided by the *employer* during the open enrollment period to change benefit plans.

The *effective date* of coverage as the result of an open enrollment period will be the following April 1st.

Except for a status change listed below, the open enrollment period is the only time an *employee* may change benefit options or modify enrollment. Status changes include:

1. Change in family status. A change in family status shall include only:
 - a. Change in *employee's* legal marital status;

- b. Change in number of *dependents*;
 - c. Termination or commencement of employment by the *employee*, spouse or *dependent*;
 - d. Change in work schedule;
 - e. *Dependent* satisfies (or ceases to satisfy) *dependent* eligibility requirements;
 - f. Change in residence or worksite of *employee*, spouse or *dependent*.
2. Significant change in the cost of coverage under the *employer's* group medical plan.
 3. Cessation of required contributions.
 4. Taking or returning from a *leave of absence* under the Family and Medical Leave Act of 1993.
 5. Significant change in the health coverage of the *employee* or spouse attributable to the spouse's employment.
 6. A Special Enrollment Period as mandated by the Health Insurance Portability and Accountability Act of 1996.
 7. A court order, judgment or decree.
 8. Entitlement to *Medicare* or Medicaid, or enrollment in a state child health insurance program (CHIP).
 9. A COBRA qualifying event.

TERMINATION OF COVERAGE

Except as provided in the *Plan's Continuation of Coverage (COBRA)* or *Extension of Benefits* provision, coverage will terminate on the earliest of the following dates:

TERMINATION OF EMPLOYEE COVERAGE

1. The date the *employer* terminates the *Plan* and offers no other group health plan.
2. The last day of the month in which the *employee* ceases to meet the eligibility requirements of the *Plan*.
3. The last day of the month in which employment terminates, as defined by the *employer's* personnel policies.
4. The date the *employee* becomes a full-time, active-duty member of the armed forces of any country.
5. The date the *employee* ceases to make any required contributions.
6. The last day of the month of the *employees* death.
7. The date the *employee* knowingly misrepresents/falsifies information to the *Plan*.

TERMINATION OF DEPENDENT(S) COVERAGE

1. The date the *employer* terminates the *Plan* and offers no other group health plan.
2. The date the *employee's* coverage terminates.
3. The last day of the month in which such person ceases to meet the eligibility requirements of the *Plan*, except that for a *dependent* child, termination shall be the last day of the month in which the *dependent* child reaches age twenty-six (26).
4. The date the *employee* ceases to make any required contributions on the *dependent's* behalf.
5. The date the *employee's dependent* spouse becomes a full-time, active-duty member of the armed forces of any country.
6. The date the *Plan* discontinues *dependent* coverage for any and all *dependents*.

LEAVE OF ABSENCE

BEA (Bellefontaine Education Association) – Teachers Union:

- A. Requests for a *leave of absence* shall be granted for *illness* or disability due to *pregnancy*, and may be granted for Childcare, *adoption* upon receipt of legal custody of the adopted child, or education work leave.
 1. No salary will be earned by the *employee* on a *leave of absence* without pay, nor shall the *employee* accrue seniority and thus advancement on the salary schedule during the *leave of absence*. Previously established tenure and seniority rights shall be retained.
 2. A request for a *leave of absence* shall be made in writing to the Superintendent, through the principal involved, no later than thirty (30) days prior to the requested start of the *leave of absence*, except medical leave and childcare leave can be granted on shorter notice in case of an *emergency* or urgent necessity.

3. The application (request) will state the anticipated date of return. If written notification of the intention to return has not been received by April 1, the *employee* shall have been considered to have resigned.
4. *Leaves of absence* may extend for no more than two (2) complete school semesters following the semester during which leave began, except for educational leave, which may extend for no more than one school year or two (2) semesters. No *leaves of absence* for less than a year will be granted beyond the semester break. The Superintendent may grant exceptions upon the request of an *employee* who has requested a *leave of absence* or who is on a *leave of absence*.
5. While on leave, an *employee* will have the right to continue coverage under this *Plan*. The total amount will be at the *employee's* expense, regardless of the negotiated agreement on coverage under this *Plan* as stated in this agreement. The *employee*, in order to be eligible for such coverage, shall pay the cost of coverage under this *Plan* by the first (1st) day of each month. Failure to do so will result in cancellation of coverage under this *Plan*.
6. The Superintendent reserves the right to terminate prematurely a *leave of absence* should there exist factual information indicating this privilege is being abused. Should the information be open to question in respect to the authenticity, completeness, or proper interpretation, the grievance procedure is the proper method of appeal.
7. Should the situation or condition prompting the request for a leave change prior to the action by the Board, the request may be withdrawn.
8. An *employee* who has begun a *leave of absence* will be expected to complete the term of leave.
9. An *employee* who is granted a *leave of absence* for a year will be reassigned by the Superintendent according to the usual assignment procedures. An *employee* who is granted a leave until the end of the semester will be reinstated to his/her former position.

SHORT TERM LEAVE WITHOUT PAY

- B. An *employee* may be granted up to five (5) days without pay per school year, with the approval of the Board of Education. *Employee* benefits will continue for *employees* who are approved for short term leave without pay. Leave without pay may be approved before or after school holidays or in conjunction with personal days under unusual circumstances and at the sole discretion of the Superintendent/Designee.

OAPSE – Classified Staff Union:

1. Upon a written notice, the Board may grant a leave of absence for a period of not more than one (1) year beginning with the first day of *leave of absence* for education or professional or other purposes, and shall grant such leaves where *illness* or disability is the reason for the request. If the *employee* has not returned at the end of the one (1) year period, the Board can and may assume the *employee* has voluntarily resigned their position with the District.
2. Upon the return of the *employee* from a leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning *employee* while he or she was on leave.
3. The Board will continue to carry on payroll records the name of any *employee* who is on an approved leave of absence. The *employee* may elect to maintain his or her existing coverage under this *Plan* according to the *Plan's* terms of eligibility and underwriting requirements. The *employee* must make the monthly payments in the amount of the total monthly premium (including the Board's share after the provisions of Section 4. below are met) by the first (1st) day of the month.
4. The Board will continue to pay the appropriate amounts for coverage under this *Plan* up to a maximum of three (3) months for an *employee* granted a leave of absence for *illness* or disability.

Those **employees** whose position is not covered by a union agreement will follow the language of the union agreement that most closely matches their position. For instance, any non-represented certified staff (superintendent, Executive Director of Instruction, principals) will follow the BEA language. Other non-certified, non-represented staff will follow the OAPSE language.

LAYOFF

Coverage may be continued for a limited time, contingent upon payment of any required contributions for **employees** and/or **dependents**, when the **employee** is subject to an **employer layoff**.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

Eligible Leave

An **employee** who is eligible for unpaid leave and benefits under the terms of the Family and Medical Leave Act of 1993 (FMLA), as amended, has the right to continue coverage under the **Plan** for up to twelve (12) weeks, or (twenty-six (26) weeks in certain circumstances). **Employees** should contact the **employer** to determine whether they are eligible under FMLA.

Contributions

During this leave, the **employer** will continue to pay the same portion of the **employee's** contribution for the **Plan**. The **employee** shall be responsible to continue payment for eligible **dependent's** coverage and any remaining **employee** contributions. If the covered **employee** fails to make the required contribution during a FMLA leave within thirty (30) days after the date the contribution was due, the coverage will terminate effective on the date the contribution was due.

Reinstatement

If coverage under the **Plan** was terminated during an approved FMLA leave, and the **employee** returns to active work immediately upon completion of that leave, **Plan** coverage will be reinstated on the date the **employee** returns to active work as if coverage had not terminated, provided the **employee** makes any necessary contributions and enrolls for coverage within thirty (30) days of his return to active work.

Repayment Requirement

The **employer** may require **employees** who fail to return from a leave under FMLA to repay any contributions paid by the **employer** on the **employee's** behalf during an unpaid leave. This repayment will be required only if the **employee's** failure to return from such leave is not related to a "serious health condition," as defined in FMLA, or events beyond the **employee's** control.

EMPLOYEE REINSTATEMENT

Employees and eligible **dependents** who lost coverage due to an approved **leave of absence, layoff**, or termination of employment with the **employer** are eligible for reinstatement of coverage as follows:

1. Reinstatement of coverage is available to **employees** and **dependents** who were previously covered under the **Plan**.
2. Rehire or return to active service must occur within twenty-six (26) weeks of the last day worked.
3. The **employee** must submit the completed application for enrollment to the **employer** within thirty (30) days of rehire or return to work.
4. Coverage shall be effective from the date of rehire or return to work. Prior benefits and limitations, such as deductible, **Essential Health Benefits/non-Essential Health Benefits maximum benefit** shall be applied with no break in coverage.

If the provisions of (1) through (3) above are not met, the *Plan's* provisions for eligibility and application for enrollment shall apply.

An *employee* who returns to work more than twenty-six (26) weeks following an approved *leave of absence, layoff*, or termination of employment will be considered a new *employee* for purposes of eligibility and will be subject to all eligibility requirements, including all requirements relating to the *effective date* of coverage.

CONTINUATION OF COVERAGE

In order to comply with federal regulations, the *Plan* includes a continuation of coverage option for certain individuals whose coverage would otherwise terminate. The following is intended to comply with the Public Health Services Act. This continuation of coverage may be commonly referred to as "COBRA coverage" or "continuation coverage."

The coverage which may be continued under this provision consists of health coverage. It does not include life insurance benefits, accidental death and dismemberment benefits, or income replacement benefits. Health coverage includes: medical and prescription drug benefits as provided under the *Plan*.

QUALIFYING EVENTS

Qualifying events are any one of the following events that would cause a *covered person* to lose coverage under the *Plan* or cause an increase in required contributions, even if such loss of coverage or increase in required contributions does not take effect immediately, and allow such person to continue coverage beyond the date described in *Termination of Coverage*:

1. Death of the *employee*.
2. The *employee's* termination of employment (other than termination for gross misconduct), or reduction in work hours to less than the minimum required for coverage under the *Plan*. This event is referred to below as an "18-Month Qualifying Event."
3. Divorce or legal separation from the *employee*.
4. The *employee's* entitlement to *Medicare* benefits under Title XVIII of the Social Security Act, if it results in the loss of coverage under this *Plan*.
5. A *dependent* child no longer meets the eligibility requirements of the *Plan*.

NOTIFICATION REQUIREMENTS

1. When eligibility for continuation of coverage results from a spouse being divorced or legally separated from a covered *employee*, or a child's loss of *dependent* status, the *employee* or *dependent* must submit a completed Qualifying Event Notification form to the *plan administrator* (or its designee) within sixty (60) days of the latest of:
 - a. The date of the event;
 - b. The date on which coverage under the *Plan* is or would be lost as a result of that event; or
 - c. The date on which the *employee* or *dependent* is furnished with a copy of this Plan Document.

A copy of the Qualifying Event Notification form is available from the *plan administrator* (or its designee). In addition, the *employee* or *dependent* may be required to promptly provide any supporting documentation as may be reasonably requested for purposes of verification. Failure to provide such notice and any requested supporting documentation will result in the person forfeiting their rights to continuation of coverage under this provision.

Within fourteen (14) days of the receipt of a properly completed Qualifying Event Notification, the *plan administrator* (or its designee) will notify the *employee* or *dependent* of his rights to continuation of coverage, and what process is required to elect continuation of coverage. This notice is referred to below as "Election Notice."

2. When eligibility for continuation of coverage results from any qualifying event under the *Plan* other than the ones described in Paragraph 1 above, the *plan administrator* (or its designee) will furnish an Election Notice

to the *employee* or *dependent* not later than forty-four (44) days after the date on which the *employee* or *dependent* loses coverage under the *Plan* due to the qualifying event.

3. In the event it is determined that an individual seeking continuation of coverage (or extension of continuation coverage) is not entitled to such coverage, the *plan administrator* (or its designee) will provide to such individual an explanation as to why the individual is not entitled to continuation coverage. This notice is referred to here as the "Non-Eligibility Notice." The Non-Eligibility Notice will be furnished in accordance with the same time frame as applicable to the furnishing of the Election Notice.
4. In the event an Election Notice is furnished, the eligible *employee* or *dependent* has sixty (60) days to decide whether to elect continued coverage. Each person who is described in the Election Notice and was covered under the *Plan* on the day before the qualifying event has the right to elect continuation of coverage on an individual basis, regardless of family enrollment. If the *employee* or *dependent* chooses to have continuation coverage, he must advise the *plan administrator* (or its designee) of this choice by returning to the *plan administrator* (or its designee) a properly completed Election Notice not later than the last day of the sixty (60) day period. If the Election Notice is mailed to the *plan administrator* (or its designee), it must be postmarked on or before the last day of the sixty (60) day period. This sixty (60) day period begins on the later of the following:
 - a. The date coverage under the *Plan* would otherwise end; or
 - b. The date the person receives the Election Notice from the *plan administrator* (or its designee).
5. Within forty-five (45) days after the date the person notifies the *plan administrator* (or its designee) that he has chosen to continue coverage, the person must make the initial payment. The initial payment will be the amount needed to provide coverage from the date continued benefits begin, through the last day of the month in which the initial payment is made. Thereafter, payments for the continuation coverage are to be made monthly, and are due in advance, on the first day each month.

COST OF COVERAGE

1. The *Plan* requires that *covered persons* pay the entire costs of their continuation coverage, plus a two percent (2%) administrative fee. Except for the initial payment (see above), payments must be remitted to the *plan administrator* (or its designee) by or before the first day of each month during the continuation period. The payment must be remitted on a timely basis in order to maintain the coverage in force.
2. For a person originally covered as an *employee* or as a spouse, the cost of coverage is the amount applicable to an *employee* if coverage is continued for himself alone. For a person originally covered as a child and continuing coverage independent of the family unit, the cost of coverage is the amount applicable to an *employee*.

WHEN CONTINUATION COVERAGE BEGINS

When continuation coverage is elected and the initial payment is made within the time period required, coverage is reinstated back to the date of the loss of coverage, so that no break in coverage occurs. Coverage for *dependents* acquired and properly enrolled during the continuation period begins in accordance with the enrollment provisions of the *Plan*.

FAMILY MEMBERS ACQUIRED DURING CONTINUATION

A spouse or *dependent* child newly acquired during continuation coverage is eligible to be enrolled as a *dependent*. The standard enrollment provision of the *Plan* applies to enrollees during continuation coverage. A *dependent* acquired and enrolled after the original qualifying event, other than a child born to or *placed for adoption* with a covered *employee* during a period of COBRA continuation coverage, is not eligible for a separate continuation if a subsequent event results in the person's loss of coverage.

EXTENSION OF CONTINUATION COVERAGE

1. In the event any of the following events occur during the period of continuation coverage resulting from an 18-Month Qualifying Event, it is possible for a ***dependent's*** continuation coverage to be extended:
 - a. Death of the ***employee***.
 - b. Divorce or legal separation from the ***employee***.
 - c. The child's loss of ***dependent*** status.

Written notice of such event must be provided by submitting a completed Additional Extension Event Notification form to the ***plan administrator*** (or its designee) within sixty (60) days of the latest of:

- (i.) The date of that event;
- (ii.) The date on which coverage under the ***Plan*** would be lost as a result of that event if the first qualifying event had not occurred; or
- (iii.) The date on which the ***employee*** or ***dependent*** is furnished with a copy of the Plan Document.

A copy of the Additional Extension Event Notification form is available from the ***plan administrator*** (or its designee). In addition, the ***dependent*** may be required to promptly provide any supporting documentation as may be reasonably required for purposes of verification. Failure to properly provide the Additional Extension Event Notification and any requested supporting documentation will result in the person forfeiting their rights to extend continuation coverage under this provision. In no event will any extension of continuation coverage extend beyond thirty-six (36) months from the later of the date of the first qualifying event or the date as of which continuation coverage began.

Only a person covered prior to the original qualifying event or a child born to or ***placed for adoption*** with a covered ***employee*** during a period of COBRA coverage may be eligible to continue coverage through an extension of continuation coverage as described above. Any other ***dependent*** acquired during continuation coverage is not eligible to extend continuation coverage as described above.

2. A person who loses coverage on account of an 18-Month Qualifying Event may extend the maximum period of continuation coverage from eighteen (18) months to up to twenty-nine (29) months in the event both of the following occur:
 - a. That person (or another person who is entitled to continuation coverage on account of the same 18-Month Qualifying Event) is determined by the Social Security Administration, under Title II or Title XVI of the Social Security Act, to have been disabled before the sixtieth (60th) day of continuation coverage; and
 - b. The disability status, as determined by the Social Security Administration, lasts at least until the end of the initial eighteen (18) month period of continuation coverage.

The disabled person (or his representative) must submit written proof of the Social Security Administration's disability determination to the ***plan administrator*** (or its designee) within the initial eighteen (18) month period of continuation coverage and no later than sixty (60) days after the latest of:

- (i.) The date of the disability determination by the Social Security Administration;
- (ii.) The date of the 18-Month Qualifying Event;
- (iii.) The date on which the person loses (or would lose) coverage under the ***Plan*** as a result of the 18-Month Qualifying Event; or
- (iv.) The date on which the person is furnished with a copy of the Plan Document.

Should the disabled person fail to notify the *plan administrator* (or its designee) in writing within the time frame described above, the disabled person (and others entitled to disability extension on account of that person) will then be entitled to whatever period of continuation he or they would otherwise be entitled to, if any. The *Plan* may require that the individual pay one hundred and fifty percent (150%) of the cost of continuation coverage during the additional eleven (11) months of continuation coverage. In the event the Social Security Administration makes a final determination that the individual is no longer disabled, the individual must provide notice of that final determination no later than thirty (30) days after the later of:

- (A.) The date of the final determination by the Social Security Administration; or
- (B.) The date on which the individual is furnished with a copy of the Plan Document.

END OF CONTINUATION

Continuation of coverage under this provision will end on the earliest of the following dates:

1. Eighteen (18) months (or twenty-nine (29) months if continuation coverage is extended due to certain disability status as described above) from the date continuation began because of an 18-Month Qualifying Event or the last day of leave under the Family and Medical Leave Act of 1993.
2. Twenty-four (24) months from the date continuation began because of the call-up to military duty.
3. Thirty-six (36) months from the date continuation began for *dependents* whose coverage ended because of the death of the *employee*, divorce or legal separation from the *employee*, or the child's loss of *dependent* status.
4. The end of the period for which contributions are paid if the *covered person* fails to make a payment by the date specified by the *plan administrator* (or its designee). In the event continuation coverage is terminated for this reason, the individual will receive a notice describing the reason for the termination of coverage, the effective date of termination, and any rights the individual may have under the *Plan* or under applicable law to elect an alternative group or individual coverage, such as a conversion right. This notice is referred to below as an "Early Termination Notice."
5. The date coverage under the *Plan* ends and the *employer* offers no other group health benefit plan. In the event continuation coverage is terminated for this reason, the individual will receive an Early Termination Notice.
6. The date the *covered person* first becomes entitled, after the date of the *covered person's* original election of continuation coverage, to *Medicare* benefits under Title XVIII of the Social Security Act. In the event continuation coverage is terminated for this reason, the individual will receive an Early Termination Notice.
7. The date the *covered person* first becomes covered under any other employer's group health plan after the original date of the *covered person's* election of continuation coverage.
8. For the spouse or *dependent* child of a covered *employee* who becomes entitled to *Medicare* prior to the spouse's or *dependent's* election for continuation coverage, thirty-six (36) months from the date the covered *employee* becomes entitled to *Medicare*.

SPECIAL RULES REGARDING NOTICES

1. Any notice required in connection with continuation coverage under the *Plan* must, at minimum, contain sufficient information so that the *plan administrator* (or its designee) is able to determine from such notice the *employee* and *dependent(s)* (if any), the qualifying event or disability, and the date on which the qualifying event occurred.
2. In connection with continuation coverage under the *Plan*, any notice required to be provided by any individual who is either the *employee* or a *dependent* with respect to the qualifying event may be provided by a representative acting on behalf of the *employee* or the *dependent*, and the provision of the notice by one

individual shall satisfy any responsibility to provide notice on behalf of all related eligible individuals with respect to the qualifying event.

3. As to an Election Notice, Non-Eligibility Notice or Early Termination Notice:
 - a. A single notice addressed to both the *employee* and the spouse will be sufficient as to both individuals if, on the basis of the most recent information available to the *Plan*, the spouse resides at the same location as the *employee*; and
 - b. A single notice addressed to the *employee* or the spouse will be sufficient as to each *dependent* child of the *employee* if, on the basis of the most recent information available to the *Plan*, the *dependent* child resides at the same location as the individual to whom such notice is provided.

MILITARY MOBILIZATION

If an *employee* is called for active duty by the United States Armed Services (including the Coast Guard, the National Guard or the Public Health Service), the *employee* and the *employee's dependent* may continue their health coverages, pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA).

When the leave is less than thirty-one (31) days, the *employee* and the *employee's dependent* may not be required to pay more than the *employee's* share, if any, applicable to that coverage. If the leave is thirty-one (31) days or longer, then the *plan administrator* (or its designee) may require the *employee* and the *employee's dependent* to pay no more than one hundred and two percent (102%) of the full contribution.

The maximum length of the continuation coverage required under the Uniformed Services Employment and Reemployment Rights Act (USERRA) is the lesser of:

1. Twenty-four (24) months beginning on the day that the leave commences, or
2. A period beginning on the day that the leave began and ending on the day after the *employee* fails to return to employment within the time allowed.

The period of continuation coverage under USERRA will be counted toward any continuation coverage period concurrently available under COBRA. Upon return from active duty, the *employee* and the *employee's dependent* will be reinstated without a waiting period, regardless of their election of COBRA continuation coverage.

PLAN CONTACT INFORMATION

Questions concerning the *Plan*, including any available continuation coverage, can be directed to the *plan administrator* (or its designee).

ADDRESS CHANGES

In order to help ensure the appropriate protection of rights and benefits under the *Plan*, *covered persons* should keep the *plan administrator* (or its designee) informed of any changes to their current addresses.

MEDICAL CLAIM FILING PROCEDURE

A “pre-service claim” is a claim for a *Plan* benefit that is subject to the pre-certification rules, as described in the section, *Pre-Service Claim Procedure*. All other claims for *Plan* benefits are “post-service claims” and are subject to the rules described in the section, *Post-Service Claim Procedure*. A “post-service claim” is considered to be filed when the information below, under *Filing a Claim*, is received by the *claims processor* with a Form CMS-1500 or Form UB92 or any successor forms.

POST-SERVICE CLAIM PROCEDURE

FILING A CLAIM

1. A claim form is to be completed for each covered family member at the beginning of the calendar year and for each claim involving an *injury*. Appropriate claim forms are available from the Human Resources Department.

2. Claims should be submitted to the address shown on the ID card.

The date of receipt will be the date the claim is received by the *claims processor*.

3. All claims submitted for benefits must contain all of the following:

- a. Name of patient.
- b. Patient’s date of birth.
- c. Name of *employee*.
- d. Address of *employee*.
- e. Name of *employer* and group number.
- f. Name, address and tax identification number of provider.
- g. *Employee* Trustmark Health Benefits, Inc. Member Identification Number.
- h. Date of service.
- i. Diagnosis and diagnosis code.
- j. Description of service and procedure number.
- k. Charge for service.
- l. The nature of the *accident, injury* or *illness* being treated.

Cash register receipts, credit card copies, labels from containers and cancelled checks are not acceptable.

4. All claims not submitted within twelve (12) months from the date the services were rendered will not be a *covered expense* and will be denied.

The *covered person* may ask the health care provider to submit the claim directly to the *claims processor* or to the *Preferred Provider Organization* as outlined above, or the *covered person* may submit the bill with a claim form. However, it is ultimately the *covered person’s* responsibility to make sure the claim for benefits has been filed.

NOTICE OF AUTHORIZED REPRESENTATIVE

The *covered person* may provide the *plan administrator* (or its designee) with a written authorization for an authorized representative to represent and act on behalf of a *covered person* and consent to the release of information related to the *covered person* to the authorized representative with respect to a claim for benefits or an appeal. Authorization forms may be obtained from the Human Resources Department.

NOTICE OF CLAIM

A claim for benefits should be submitted to the ***claims processor*** within ninety (90) calendar days after the occurrence or commencement of any services by the ***Plan***, or as soon thereafter as reasonably possible.

Failure to file a claim within the time provided shall not invalidate or reduce a claim for benefits if: (1) it was not reasonably possible to file a claim within that time; and (2) that such claim was furnished as soon as possible, but no later than twelve (12) months after the loss occurs or commences unless the claimant is legally incapacitated.

Notice given by or on behalf of a ***covered person*** or his beneficiary, if any, to the ***plan administrator*** or to any authorized agent of the ***Plan***, with information sufficient to identify the ***covered person***, shall be deemed notice of claim.

TIME FRAME FOR BENEFIT DETERMINATION

After a completed claim has been submitted to the ***claims processor***, and no additional information is required, the ***claims processor*** will generally complete its determination of the claim within thirty (30) calendar days of receipt of the completed claim unless an extension is necessary due to circumstances beyond the ***Plan's*** control.

After a completed claim has been submitted to the ***claims processor***, and if additional information is needed for determination of the claim, the ***claims processor*** will provide the ***covered person*** (or authorized representative) with a notice detailing information needed. The notice will be provided within thirty (30) calendar days of receipt of the completed claim and will state the date as of which the ***Plan*** expects to make a decision. The ***covered person*** will have forty-five (45) calendar days to provide the information requested, and the ***Plan*** will complete its determination of the claim within fifteen (15) calendar days of receipt by the ***claims processor*** of the requested information. Failure to respond in a timely and complete manner will result an ***adverse benefit determination***.

NOTICE OF ADVERSE BENEFIT DETERMINATION

If the claim for benefits is denied, the ***plan administrator*** (or its designee) shall provide the ***covered person*** (or authorized representative) with a written Notice of Adverse Benefit Determination within the time frames described immediately above.

The Notice of Adverse Benefit Determination shall include an explanation of the denial, including:

1. Information sufficient to identify the claim involved.
2. The specific reasons for the ***adverse benefit determination***, to include:
 - a. The denial code and its specific meaning, and
 - b. A description of the ***Plan's*** standards, if any, used when denying the claim.
3. Reference to the ***Plan*** provisions on which the ***adverse benefit determination*** is based.
4. A description of any additional material or information needed and an explanation of why such material or information is necessary.
5. A description of the ***Plan's*** claim appeal procedure and applicable time limits.
6. If an internal rule, guideline, protocol or other similar criterion was relied upon, the Notice of Adverse Benefit Determination will contain either:
 - a. A copy of that criterion, or
 - b. A statement that such criterion was relied upon and will be supplied free of charge, upon request.
7. If the ***adverse benefit determination*** was based on ***medical necessity, experimental/investigational*** treatment or similar exclusion or limit, the ***plan administrator*** (or its designee) will supply either:
 - a. An explanation of the scientific or clinical judgment, applying the terms of the ***Plan*** to the ***covered person's*** medical circumstances, or
 - b. A statement that such explanation will be supplied free of charge, upon request.

APPEALING AN ADVERSE BENEFIT DETERMINATION ON A POST-SERVICE CLAIM

A ***covered person***, or the ***covered person's*** authorized representative, may request a review of an ***adverse benefit determination*** on a Post-Service claim by making written request to the ***claims processor*** within one hundred eighty (180) calendar days from receipt of notification of the ***adverse benefit determination*** and stating the reasons the ***covered person*** feels the claim should not have been denied.

The following describes the review process and rights of the ***covered person*** for a full and fair review:

1. The ***covered person*** has the right to submit documents, information and comments and to present evidence and testimony.
2. The ***covered person*** has the right to access, free of charge, ***relevant information*** to the claim for benefits.
3. Before a final ***adverse benefit determination*** on appeal is rendered, the ***covered person*** will be provided, free of charge, with any new or additional rationale or evidence considered, relied upon, or generated by the ***Plan*** in connection with the claim. Such information will be provided as soon as possible and sufficiently in advance of the notice of ***final internal adverse benefit determination***. However, there could be circumstances where the new or additional evidence or rationale could be received so late that it would be impossible to provide the ***covered person*** in time to have a reasonable opportunity to respond. In these circumstances, the period for providing notice of final determination on appeal will be tolled until the earliest of the following dates:
 - a. The date the ***covered person*** responds to the new or additional rationale or evidence; or
 - b. Three (3) weeks from the date the new or additional rationale or evidence was mailed to the ***covered person***.
4. The review takes into account all information submitted by the ***covered person***, even if it was not considered in the initial benefit determination.
5. The review by the ***claims processor*** will not afford deference to the original ***adverse benefit determination***.
6. The ***claims processor*** will not be:
 - a. The individual who originally denied the claim, nor
 - b. Subordinate to the individual who originally denied the claim.
7. If the original ***adverse benefit determination*** was, in whole or in part, based on medical judgment:
 - a. The ***claims processor*** will consult with a ***professional provider*** who has appropriate training and experience in the field involving the medical judgment; and
 - b. The ***professional provider*** utilized by the ***claims processor*** will be neither:
 - (i.) An individual who was consulted in connection with the original ***adverse benefit determination***, nor
 - (ii.) A subordinate of any other ***professional provider*** who was consulted in connection with the original ***adverse benefit determination***.
8. If requested, the ***claims processor*** will identify the medical or vocational expert(s) who gave advice in connection with the original ***adverse benefit determination***, whether or not the advice was relied upon.

NOTICE OF BENEFIT DETERMINATION ON APPEAL

The ***plan administrator*** (or its designee) shall provide the ***covered person*** (or authorized representative) with a written notice of the appeal decision within sixty (60) calendar days of receipt of a written request for the appeal.

If the appeal is denied, the Notice of Appeal Decision will contain an explanation of the Decision, including:

1. The specific reasons for the ***adverse benefit determination***.
2. Reference to specific ***Plan*** provisions on which the ***adverse benefit determination*** is based.
3. A statement that the ***covered person*** has the right to access, free of charge, ***relevant information*** to the claim for benefits.
4. A statement of the ***covered person's*** right to request an external review and a description of the process for requesting such a review.
5. If an internal rule, guideline, protocol or other similar criterion was relied upon, the Notice of Appeal Decision will contain either:

- a. A copy of that criterion, or
 - b. A statement that such criterion was relied upon and will be supplied free of charge, upon request.
6. If the **adverse benefit determination** was based on **medical necessity, experimental/investigational** treatment or similar exclusion or limit, the **plan administrator** (or its designee) will supply either:
- a. An explanation of the scientific or clinical judgment, applying the terms of the **Plan** to the claimant's medical circumstances, or
 - b. A statement that such explanation will be supplied free of charge, upon request.

If a **plan administrator** (or its designee) denies a request for external review prior to exhausting the internal level of appeal, a **covered person** or the **covered person's** authorized representative may request written explanation of the decision within 10 (ten) days of the request. Such notice shall assert that a delay should not cause the internal appeals process to be considered exhausted, if applicable. A **covered person** or the **covered person's** authorized representative may request a review of the **plan administrator's** explanation by the Superintendent of Insurance. If the Superintendent upholds the **plan administrator's** explanation, the **covered person** may resubmit the request and pursue an internal appeal request within ten (10) days of the Superintendent's notice of decision.

FOREIGN CLAIMS

In the event a **covered person** incurs a **covered expense** in a foreign country, the **covered person** shall be responsible for providing the following information to the **claims processor** before payment of any benefits due are payable:

1. The claim form, provider invoice and any documentation required to process the claim must be submitted in the English language.
2. The charges for services must be converted into U.S. dollars.
3. A current published conversion chart, validating the conversion from the foreign country's currency into U.S. dollars, must be submitted with the claim.

PRE-SERVICE CLAIM PROCEDURE

HEALTH CARE MANAGEMENT

Health care management is the process of evaluating whether proposed services, supplies or treatments are **medically necessary** and appropriate to help ensure quality, cost-effective care.

Certification of **medical necessity** and appropriateness by the **Health Care Management Organization** does not establish eligibility under the **Plan** nor guarantee benefits.

FILING A PRE-CERTIFICATION CLAIM

This pre-certification provision will be waived by the **Health Care Management Organization** if the **covered expense** is rendered/provided outside of the continental United States of America or any U.S. Commonwealth, Territory or Possession.

All non-**emergency medical condition inpatient** admissions, **partial confinement**, home health care (excluding supplies and **durable medical equipment**), **hospice** care, skilled nursing visits, private duty nursing, organ or tissue transplants, and those services shown below are to be certified by the **Health Care Management Organization**. For non-**emergency medical conditions**, the **covered person** (or their authorized representative) must call the **Health Care Management Organization** prior to initiation of services. If the **Health Care Management Organization** is not called prior to initiation of services for non-**emergency medical conditions**, benefits may be reduced.

Covered persons shall contact the Health Care Management Organization by calling the number found on the covered person's ID card.

Inpatient Services

- **Inpatient Hospital** (excludes observation setting)
- Skilled Nursing **Facilities**
- Rehabilitation **Facilities**
- Long Term Acute Care **Facilities**
- Psychiatric Treatment **Facilities**
- **Substance Use Disorder** Treatment **Facilities**
- Organ and Tissue Transplants in all settings

Outpatient Services

- **Partial Confinement**
- **Home Health Care**

Outpatient Procedures

- Abdominoplasty
- Automated Percutaneous Lumbar Discectomy
- Blepharoplasty
- Breast Reconstruction (all stages)
- Cervical Discectomy or Microdiscectomy, Foraminotomy, and Laminotomy
- Cervical Fusion, Anterior
- Cervical Laminectomy
- Cochlear Implants
- Disk Arthroplasty, Cervical
- Disk Arthroplasty, Lumbar
- Hip Replacement
- Knee Replacement
- Kyphoplasty
- LeFort I, LeFort II, LeFort III.
- Lumbar Discectomy, Foraminotomy, or Laminotomy
- Lumbar Laminectomy
- Reduction Mammoplasty
- Rhinoplasty
- Saphenofemoral Junction
- Saphenous Vein Stripping
- Sclerotherapy – Legs Saphenous Vein Ablation, Radiofrequency and Laser
- Sclerotherapy, with or without Ligation
- Septoplasty
- Vertebroplasty

When a **covered person** (or authorized representative) calls the **Health Care Management Organization**, he or she should be prepared to provide all of the following information:

1. **Employee's** name, address, phone number and Trustmark Health Benefits, Inc. Member Identification Number.
2. **Employer's** name.
3. If not the **employee**, the patient's name, address, phone number.
4. Admitting **physician's** name and phone number.
5. Name of **facility, home health care agency** or **hospice**.
6. Date of admission or proposed date of admission.
7. Condition for which patient is being admitted.

*Group health plans generally may not, under federal law, restrict benefits for any **hospital** length of stay in connection with childbirth for the mother or newborn child to less than forty-eight (48) hours following a normal vaginal delivery, or less than ninety-six (96) hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her*

*newborn earlier than forty-eight (48) hours (or ninety-six (96) hours as applicable). In any case, plans may not, under federal law, require that a provider obtain authorization from the **Plan** for prescribing a length of stay not in excess of the above periods.*

However, **hospital** maternity stays in excess of forty-eight (48) or ninety-six (96) hours as specified above must be pre-certified.

If the **covered person** (or authorized representative) fails to contact the **Health Care Management Organization** prior to the hospitalization or **outpatient** surgery and within the timelines detailed above, the amount of benefits payable for **covered expenses incurred** shall not be reduced for the purpose of determining benefits payable. A reduction shall not apply when the agreement between a **preferred provider** and **preferred provider organization** prohibits a reduction in benefits for failure to pre-certify. If the **Health Care Management Organization** declines to grant the full pre-certification requested, benefits for days not certified as **medically necessary** by the **Health Care Management Organization** shall be denied. (Refer to *Post-Service Claim Procedure* discussion above.)

NOTIFICATION REQUIREMENT

Notification is required within forty-eight (48) hours or the next business day of an **emergency medical condition** admission by the calling the number on the **covered person's** ID card.

FILING A PRE-CERTIFICATION CLAIM FOR SPECIALTY DRUGS

All specialty drugs dispensed by a **facility** or **professional provider** listed under the URL, shown below, under Specialty Drugs are to be certified by Archimedes, LLC.

Covered persons shall contact Archimedes, LLC by calling the phone number for precertification found on the back of the covered person's ID card.

Specialty Drugs

<https://www.trustmarkbenefits.com/Health-Benefits/Archimedes-Drug-List-ON>

NOTICE OF AUTHORIZED REPRESENTATIVE

The **covered person** may provide the **plan administrator** (or its designee) with a written authorization for an authorized representative to represent and act on behalf of a **covered person** and consent to release of information related to the **covered person** to the authorized representative with respect to a claim for benefits or an appeal. Authorization forms may be obtained from the Human Resources Department. Notwithstanding the foregoing, requests for pre-certification and other pre-service claims or requests by a person or entity other than the **covered person** may be processed without a written authorization if the request or claim appears to the **plan administrator** (or its designee) to come from a reasonably appropriate and reliable source (*e.g., physician's* office, individuals identifying themselves as immediate relatives, etc.).

TIME FRAME FOR PRE-SERVICE CLAIM DETERMINATION

1. In the event the **Plan** receives from the **covered person** (or authorized representative) a communication that fails to follow the pre-certification procedure as described above but communicates at least the name of the **covered person**, a specific medical condition or symptom, and a specific treatment, service or product for which prior approval is requested, the **covered person** (or the authorized representative) will be orally notified (and in writing if requested), within five (5) calendar days of the failure of the proper procedure to be followed.
2. After a completed pre-certification request for non-**urgent care** has been submitted to the **Plan**, and if no additional information is required, the **Plan** will generally complete its determination of the claim within a reasonable period of time, but no later than fifteen (15) calendar days from receipt of the request.
3. After a pre-certification request for non-**urgent care** has been submitted to the **Plan**, and if an extension of time to make a decision is necessary due to circumstances beyond the control of the **Plan**, the **Plan** will, within fifteen

(15) calendar days from receipt of the request, provide the **covered person** (or authorized representative) with a notice detailing the circumstances and the date by which the **Plan** expects to render a decision. If the circumstances include a failure to submit necessary information, the notice will specifically describe the needed information. The **covered person** will have forty-five (45) calendar days to provide the information requested, and the **Plan** will complete its determination of the claim no later than fifteen (15) calendar days after receipt by the **Plan** of the requested information. Failure to respond in a timely and complete manner will result in an **adverse benefit determination**.

CONCURRENT CARE CLAIMS

If an extension beyond the original certification is required, the **covered person** (or authorized representative) shall call the **Health Care Management Organization** for continuation of certification.

1. If a **covered person** (or authorized representative) requests to extend a previously approved hospitalization or an ongoing course of treatment, and;
 - a. The request involves non-**urgent care**, then the extension request must be processed within fifteen (15) calendar days after the request was received.
 - b. The **inpatient** admission or ongoing course of treatment involves **urgent care**, and
 - (i.) The request is received at least twenty-four (24) hours before the scheduled end of a hospitalization or course of treatment, then the request must be ruled upon and the **covered person** (or authorized representative) notified as soon as possible taking into consideration medical exigencies but no later than twenty-four (24) hours after the request was received; or
 - (ii.) The request is received less than twenty-four (24) hours before the scheduled end of the hospitalization or course of treatment, then the request must be ruled upon and the **covered person** (or authorized representative) notified as soon as possible but no later than seventy-two (72) hours after the request was received; or
 - (iii.) The request is received less than twenty-four (24) hours before the scheduled end of the hospitalization or course of treatment and additional information is required, the **covered person** (or authorized representative) will be notified within twenty-four (24) hours of the additional information required. The **covered person** (or authorized representative) has forty-eight (48) hours to provide such information (may be oral unless written is requested). Upon timely response, the **covered person** (or authorized representative) will be notified as soon as possible but no later than forty-eight (48) hours after receipt of additional information. Failure to submit requested information timely will result in an **adverse benefit determination** of such request.

If the **Health Care Management Organization** determines that the **hospital** stay or course of treatment should be decreased or terminated before the end of the fixed number of days and/or treatments, or the fixed time period that was previously approved, then the **Health Care Management Organization** shall:

1. Notify the **covered person** of the proposed change, and
2. Allow the **covered person** to file an appeal and obtain a decision, before the end of the fixed number of days and/or treatments, or the fixed time period that was previously approved.

If, at the end of a previously approved hospitalization or course of treatment, the **Health Care Management Organization** determines that continued **confinement** is no longer **medically necessary**, additional days will not be certified. (Refer to *Appealing an Adverse Benefit Determination of a Pre-Service Claim* discussion below.)

NOTICE OF ADVERSE BENEFIT DETERMINATION ON A PRE-SERVICE CLAIM

If a pre-certification request is denied in whole or in part, the ***plan administrator*** (or its designee) shall provide the ***covered person*** (or authorized representative) with a written Notice of an Adverse Benefit Determination on a Pre-Service Claim within the time frames above.

The Notice of Adverse Benefit Determination on a Pre-Service Claim shall include an explanation of the denial, including:

1. Information sufficient to identify the claim involved.
2. The specific reasons for the denial, to include:
 - a. The denial code and its specific meaning, and
 - b. A description of the ***Plan's*** standards, if any, used when denying the claim.
3. Reference to the ***Plan*** provisions on which the ***adverse benefit determination*** is based.
4. A description of any additional material or information needed and an explanation of why such material or information is necessary.
5. A description of the ***Plan's*** claim appeal procedure and applicable time limits.
6. If an internal rule, guideline, protocol or other similar criterion was relied upon, the Notice of Adverse Benefit Determination on a Pre-Service Claim will contain either:
 - a. A copy of that criterion, or
 - b. A statement that such criterion was relied upon and will be supplied free of charge, upon request.
7. If the ***adverse benefit determination*** was based on ***medical necessity, experimental/investigational*** treatment or similar exclusion or limit, the ***plan administrator*** (or its designee) will supply either:
 - a. An explanation of the scientific or clinical judgment, applying the terms of the ***Plan*** to the ***covered person's*** medical circumstances, or
 - b. A statement that such explanation will be supplied free of charge, upon request.

APPEALING AN ADVERSE BENEFIT DETERMINATION OF A DENIED PRE-SERVICE CLAIM

A ***covered person*** (or authorized representative) may request a review of an Adverse Benefit Determination of a Pre-Service claim by making a verbal or written request to the ***claims processor*** within one hundred eighty (180) calendar days from receipt of notification of the ***adverse benefit determination*** and stating the reasons the ***covered person*** feels the claim should not have been denied. If the ***covered person*** (or authorized representative) wishes to appeal the ***adverse benefit determination*** when the services in question have already been rendered, such an appeal will be considered as a separate post-service claim. (Refer to *Post-Service Claim Procedure* discussion above.)

The following describes the review process and rights of the ***covered person*** for a full and fair review:

1. The ***covered person*** has the right to submit documents, information and comments and to present testimony.
2. The ***covered person*** has the right to access, free of charge, ***relevant information*** to the claim for benefits.
3. Before a final determination on appeal is rendered, the ***covered person*** will be provided, free of charge, with any new or additional rationale or evidence considered, relied upon, or generated by the ***Plan*** in connection with the claim. Such information will be provided as soon as possible and sufficiently in advance of the notice of final internal determination to give the ***covered person*** an opportunity to respond. The period for providing notice of final determination on appeal will be tolled until the earliest of the following dates:
 - a. The date the ***covered person*** responds to the new or additional rationale or evidence; or
 - b. Three (3) weeks from the date the new or additional rationale or evidence was mailed to the ***covered person***.
4. The review takes into account all information submitted by the ***covered person***, even if it was not considered in the initial benefit determination.
5. The review by the ***claims processor*** will not afford deference to the original ***adverse benefit determination***.
6. The ***claims processor*** will not be:
 - a. The individual who originally denied the claim, nor

- b. Subordinate to the individual who originally denied the claim.
- 7. If the original **adverse benefit determination** was, in whole or in part, based on medical judgment:
 - a. The **claims processor** will consult with a **professional provider** who has appropriate training and experience in the field involving the medical judgment.
 - b. The **professional provider** utilized by the **claims processor** will be neither:
 - (i.) An individual who was consulted in connection with the original **adverse benefit determination**, nor
 - (ii.) A subordinate of any other **professional provider** who was consulted in connection with the original **adverse benefit determination**.
- 8. If requested, the **claims processor** will identify the medical or vocational expert(s) who gave advice in connection with the original **adverse benefit determination**, whether or not the advice was relied upon.

NOTICE OF PRE-SERVICE DETERMINATION ON APPEAL

The **plan administrator** (or its designee) shall provide the **covered person** (or authorized representative) with a written Notice of Appeal Decision as soon as possible, but not later than thirty (30) calendar days from receipt of the appeal (not applicable to **urgent care** claims).

If the appeal is denied, the Notice of Appeal Decision will contain an explanation of the decision, including:

- 1. The specific reasons for the **adverse benefit determination**.
- 2. Reference to specific **Plan** provisions on which the **adverse benefit determination** is based.
- 3. A statement that the **covered person** has the right to access, free of charge, **relevant information** to the claim for benefits.
- 4. A statement of the **covered person's** right to request an external review and a description of the process for requesting such a review.
- 5. If an internal rule, guideline, protocol or other similar criterion was relied upon, the Notice of Appeal Decision will contain either:
 - a. A copy of that criterion, or
 - b. A statement that such criterion was relied upon and will be supplied free of charge, upon request.
- 6. If the **adverse benefit determination** was based on **medical necessity, experimental/investigational** treatment or similar exclusion or limit, the **plan administrator** (or its designee) will supply either:
 - a. An explanation of the scientific or clinical judgment, applying the terms of the **Plan** to the claimant's medical circumstances, or
 - b. A statement that such explanation will be supplied free of charge, upon request.

NOTICE OF ADVERSE BENEFIT DETERMINATION ON A PRE-SERVICE CLAIM FOR SPECIALTY DRUGS

If a pre-certification request is denied in whole or in part, the **plan administrator** (or its designee) shall provide the **covered person** (or authorized representative) with a written Notice of an Adverse Benefit Determination on a Pre-Service Claim within the time frames above.

The Notice of Adverse Benefit Determination on a Pre-Service Claim shall include an explanation of the denial, including:

- 1. Information sufficient to identify the claim involved.
- 2. The specific reasons for the denial, to include:
 - a. The denial code and its specific meaning, and
 - b. A description of the **Plan's** standards, if any, used when denying the claim.
- 3. Reference to the **Plan** provisions on which the **adverse benefit determination** is based.
- 4. A description of any additional material or information needed and an explanation of why such material or information is necessary.
- 5. A description of the **Plan's** claim appeal procedure and applicable time limits.
- 6. If an internal rule, guideline, protocol or other similar criterion was relied upon, the Notice of Adverse Benefit Determination on a Pre-Service Claim will contain either:

- a. A copy of that criterion, or
 - b. A statement that such criterion was relied upon and will be supplied free of charge, upon request.
7. If the **adverse benefit determination** was based on **medical necessity, experimental/investigational** treatment or similar exclusion or limit, the **plan administrator** (or its designee) will supply either:
- a. An explanation of the scientific or clinical judgment, applying the terms of the **Plan** to the **covered person's** medical circumstances, or
 - b. A statement that such explanation will be supplied free of charge, upon request.

APPEALING AN ADVERSE BENEFIT DETERMINATION OF A DENIED PRE-SERVICE CLAIM FOR SPECIALTY DRUGS

A **covered person** (or authorized representative) may request a review of an Adverse Benefit Determination of a Pre-Service claim by making a verbal or written request to the **claims processor** within one hundred eighty (180) calendar days from receipt of notification of the **adverse benefit determination** and stating the reasons the **covered person** feels the claim should not have been denied. If the **covered person** (or authorized representative) wishes to appeal the **adverse benefit determination** when the services in question have already been rendered, such an appeal will be considered as a separate post-service claim. (Refer to *Post-Service Claim Procedure* discussion above.)

The following describes the review process and rights of the **covered person** for a full and fair review:

1. The **covered person** has the right to submit documents, information and comments and to present testimony.
2. The **covered person** has the right to access, free of charge, **relevant information** to the claim for benefits.
3. Before a final determination on appeal is rendered, the **covered person** will be provided, free of charge, with any new or additional rationale or evidence considered, relied upon, or generated by the **Plan** in connection with the claim. Such information will be provided as soon as possible and sufficiently in advance of the notice of final internal determination to give the **covered person** an opportunity to respond. The period for providing notice of final determination on appeal will be tolled until the earliest of the following dates:
 - a. The date the **covered person** responds to the new or additional rationale or evidence; or
 - b. Three (3) weeks from the date the new or additional rationale or evidence was mailed to the **covered person**.
4. The review takes into account all information submitted by the **covered person**, even if it was not considered in the initial benefit determination.
5. The review by the **claims processor** will not afford deference to the original **adverse benefit determination**.
6. The **claims processor** will not be:
 - a. The individual who originally denied the claim, nor
 - b. Subordinate to the individual who originally denied the claim.
7. If the original **adverse benefit determination** was, in whole or in part, based on medical judgment:
 - a. The **claims processor** will consult with a **professional provider** who has appropriate training and experience in the field involving the medical judgment.
 - b. The **professional provider** utilized by the **claims processor** will be neither:
 - (i.) An individual who was consulted in connection with the original **adverse benefit determination**, nor
 - (ii.) A subordinate of any other **professional provider** who was consulted in connection with the original **adverse benefit determination**.
8. If requested, the **claims processor** will identify the medical or vocational expert(s) who gave advice in connection with the original **adverse benefit determination**, whether or not the advice was relied upon.

CASE MANAGEMENT

In cases where the **covered person's** condition is expected to be or is of a serious nature, the **Health Care Management Organization** may arrange for review and/or case management services from a professional qualified to perform such services. The **plan administrator** shall have the right to alter or waive the normal provisions of the **Plan** when it is reasonable to expect a cost-effective result without a sacrifice to the quality of care.

In addition, the **Health Care Management Organization** may recommend (or change) alternative:

- methods of medical care or treatment;
- equipment; or
- supplies;

that differ from the medical care or treatment, equipment or supplies that are considered *covered expenses* under the *Plan*.

The recommended alternatives will be considered as *covered expenses* under the *Plan* provided the expenses can be shown to be viable, *medically necessary*, and are included in a written case management report or treatment plan proposed by the *Health Care Management Organization*.

Case management will be determined on the merits of each individual case, and any care or treatment provided will not be considered as setting any precedent or creating any future liability with respect to that *covered person* or any other *covered person*.

POST-SERVICE AND PRE-SERVICE CLAIM EXTERNAL APPEALS PROCEDURE

EXTERNAL APPEAL

A ***covered person***, or the ***covered person's*** authorized representative, may request a review of an ***adverse benefit determination*** appeal if the claim determination involves medical judgment; whether items or services are subject to the requirements specified in numbers 1. through 6. in the subsection ***Nonpreferred Provider***, under the section, ***Preferred Provider or Nonpreferred Preferred Provider***; or a rescission by making written request to the ***claims processor*** within one hundred eighty (180) days of receipt of notification of the ***final internal adverse benefit determination***. Medical judgment includes, but is not limited to:

1. ***Medical necessity***;
2. Appropriateness;
3. ***Experimental or investigational*** treatment;
4. Health care setting;
5. Level of care; and
6. Effectiveness of a ***covered expense***.

RIGHT TO EXTERNAL APPEAL

Within five (5) business days of receipt of the request, the ***claims processor*** will perform a preliminary review of the request to determine if the request is eligible for external review, based on confirmation that the ***final internal adverse benefit determination*** was the result of:

1. Medical judgment;
2. Whether items or services are subject to the requirements specified in numbers 1. through 4. in the ***Nonpreferred Provider*** subsection, under the ***Preferred Provider or Nonpreferred Provider*** section; or
3. Rescission of coverage under this ***Plan***.

Within five (5) business days of receipt of the request, the ***claims processor*** will perform a preliminary review of the request to determine if the request is eligible for external review by the Ohio Superintendent of Insurance, based on confirmation that the final internal ***adverse benefit determination*** was the result of:

1. A contractual issue; or
2. ***Emergency services*** determined not to be ***medically necessary*** or appropriate upon external review by an IRO.

NOTICE OF RIGHT TO EXTERNAL APPEAL

The ***claims processor*** (or its designee) shall provide the ***covered person*** (or authorized representative) with a written notice of the decision, in a form as specified by the Ohio Superintendent of Insurance, as to whether the claim is eligible for external review within one (1) business day after completion of the preliminary review.

The Notice of Right to External Appeal shall include the following:

1. If the request is complete and for other than expedited external reviews, the name and contact information for the assigned IRO or the Ohio Superintendent of Insurance, as applicable, for the purposes of submitting additional information within ten (10) business days after the date of receipt of the ***Notice of Right to External Appeal***.
2. A statement that, upon request for external review, the ***covered person*** shall authorize the release of the ***covered person's*** medical records, if necessary, to conduct the external review.

3. If the request is complete but not eligible for external review, the reason for ineligibility and notification that the decision may be appealed by contacting the Ohio Superintendent of Insurance in writing or by telephone, as shown below:

Superintendent of Insurance
Consumer Services Division
Ohio Department of Insurance
2100 Stella Court
Columbus, OH 43215-1067
1-(800) 686-1526

4. If the request is incomplete, the information or materials necessary to make the request complete and the opportunity for the **covered person** to perfect the external review request by the later of the following:
 - a. The one hundred eighty (180) day filing period; or
 - b. The forty-eight (48) hour time period following the **covered person's** receipt of notification.

INDEPENDENT REVIEW ORGANIZATION

For external reviews by an Independent Review Organization (IRO), such IRO shall be accredited by URAC or a similar nationally recognized accrediting organization and shall be assigned to conduct the external review. The assigned IRO will timely notify the **covered person** in writing of the request's eligibility and acceptance for external review.

NOTICE OF EXTERNAL REVIEW DETERMINATION BY IRO

The assigned IRO shall provide the **plan administrator** (or its designee) and the **covered person** (or authorized representative) with a written notice of the final external review decision within thirty (30) days after receipt of the external review request or within seventy-two (72) hours after receipt of the expedited external review request.

The Notice of Final External Review Decision from the IRO is binding on the **covered person**, the **Plan** and **claim processor**, except to the extent that other remedies may be available under State or Federal law or except for an **adverse benefit determination** in which **emergency** medical services have been determined to be not **medically necessary** or appropriate after an external review by an IRO where the **plan administrator** shall afford the **covered person** the right to an external review by the Ohio Superintendent of Insurance; or, unless the Ohio Superintendent of Insurance determines that, due to the facts and circumstances of an external review, a second external review is required. Upon receipt of the Notice of Final External Review Decision from the IRO to reverse an **adverse benefit determination**, this **Plan** will immediately provide coverage for the health care services in question.

A **covered person** may not file a subsequent request for external review involving the **same adverse benefit determination** for which the **covered person** has already received an external review decision, except in the event that new medical or scientific evidence is submitted to the **claims processor**.

NOTICE OF EXTERNAL REVIEW DETERMINATION BY OHIO SUPERINTENDENT OF INSURANCE

The external review decision by the Ohio Superintendent of Insurance (Superintendent) is binding on the **covered person**, the **Plan** and **claims processor**, except to the extent that other remedies may be available under State or Federal law, or unless the Superintendent determines that, due to the facts and circumstances of an external review, a second external review is required. If the Superintendent overturns the **adverse benefit determination**, this **Plan** will, within fifteen (15) calendar days of receipt of the decision from the Superintendent to overturn the **adverse benefit determination**, provide coverage for the health care service in question under the terms of this **Plan**.

EXPEDITED EXTERNAL REVIEW

The **plan administrator** (or its designee) shall provide the **covered person** (or authorized representative) the right to request an expedited external review upon receipt of either of the following:

1. Certification by the **covered person's** treating **physician** that the **adverse benefit determination** involves a medical condition for which the timeframe for completion of an expedited internal appeal could seriously jeopardize the health or life of the **covered person** or the **covered person's** ability to regain maximum function and the **covered person** has filed an expedited internal appeal request.
2. Certification by the **covered person's** treating **physician** that the final internal **adverse benefit determination** involves a medical condition if treated after the timeframe for completion of a standard external review could seriously jeopardize the health or life of the **covered person** or would jeopardize the **covered person's** ability to regain maximum function or if the final **adverse benefit determination** involves any of the following:
 - a. An admission,
 - b. Availability of care,
 - c. Continued stay, or
 - d. A health care item or service for which the **covered person** received **emergency services**, but has not yet been discharged from a facility.

Immediately upon receipt of the request for *Expedited External Review*, the **Plan** will do all of the following:

1. Perform a preliminary review to determine whether the request meets the requirements in the sub-section, *Right to External Appeal*.
2. Send notice of the **Plan's** decision, as described in the sub-section, *Notice of Right to External Appeal*.

Upon determination that a request is eligible for external review, the **Plan** will do all of the following:

1. Assign an IRO as described in the sub-section, *Independent Review Organization*.
2. Provide all necessary documents or information used to make the **adverse benefit determination** or final **adverse benefit determination** to the IRO immediately, either by telephone, facsimile, electronically or other expeditious method.

The assigned IRO will provide Notice of Final External Review Decision as expeditiously as the **covered person's** medical condition or circumstances require, but in no event more than seventy-two (72) hours after receipt of the expedited external review request. The notice shall follow the requirements in the sub-section, *Notice of External Review Determination*. If the notice of the expedited external review determination was not in writing, the assigned IRO shall provide the **plan administrator** (or its designee), the **covered person** (or authorized representative) and the Ohio Superintendent of Insurance written confirmation of its decision within forty-eight (48) hours after the date of providing that notice.

EXTERNAL REVIEW INVOLVING EXPERIMENTAL/INVESTIGATIONAL TREATMENT

The **plan administrator** (or its designee) shall provide the **covered person** (or authorized representative) the right to request an external review of an **adverse benefit determination** based on the determination that the service or treatment is **experimental/investigational**, unless such service or treatment is excluded by the **Plan**. In order to be eligible for an external review, the **covered person's** treating **physician** must certify that the following apply:

1. Standard health care services or treatment have not been effective in improving the condition of the **covered person**; or
2. Standard health care services or treatment are not medically appropriate for the **covered person**; or
3. There is no available standard health care service or treatment covered by the **Plan** that is more beneficial than the requested health care service or treatment.

A **covered person** (or authorized representative) may request an expedited external review orally or electronically if the **covered person's** treating **physician** certifies that treatment would be significantly less effective if not promptly initiated.

Immediately upon receipt of the request for *Expedited External Review*, the **Plan** will do all of the following:

1. Perform a preliminary review to determine whether the request meets the requirements in the section, *Right to External Appeal*.
2. Send notice of the **Plan's** decision, as described in the section, *Notice of Right to External Appeal*.

Upon determination that a request is eligible for external review, the **Plan** will do all of the following:

1. Assign an IRO as described in the section, *Independent Review Organization*.
2. Provide all necessary documents or information used to make the **adverse benefit determination** or final **adverse benefit determination** to the IRO, either by telephone, facsimile, electronically or other expeditious method, within the following time frames:
 - a. Five (5) calendar days after receipt of the request for an external review.
 - b. Immediately following the request for an expedited external review.

The IRO may reverse an **adverse benefit determination** due to failure by the **Plan** to provide the necessary documentation used to make the original **adverse benefit determination**. If the circumstances include a failure to submit necessary information, the IRO must notify the **covered person**, the **Plan** and the Superintendent of Insurance within one (1) business day of making the decision to reverse the **adverse benefit determination**.

The assigned IRO will provide notice of external review decision as described in the section, *Notice of External Review Determination* for a standard external review involving **experimental/ investigational** treatment.

In the case of an expedited external review involving **experimental/ investigational** treatment, the assigned IRO will provide notice of external review decision as expeditiously as the **covered person's** medical condition or circumstances require, but in no event more than seventy-two (72) hours after receipt of the expedited external review request. The notice shall follow the requirements in the section, *Notice of External Review Determination*. If the notice of the expedited external review determination was not in writing, the assigned IRO shall provide the **plan administrator** (or its designee), the **covered person** (or authorized representative) and the Ohio Superintendent of Insurance written confirmation of its decision within forty-eight (48) hours after the date of providing that notice.

COORDINATION OF BENEFITS

The *Coordination of Benefits* provision is intended to prevent duplication of benefits. It applies when the **covered person** is also covered by any Other Plan(s). When more than one coverage exists, one plan normally pays its benefits in full, referred to as the primary plan. The Other Plan(s), referred to as secondary plan, pays a reduced benefit. When coordination of benefits occurs, the total benefit payable by all plans will not exceed one hundred percent (100%) of "allowable expenses." Only the amount paid by this **Plan** will be charged against the **Essential Health Benefits/non-Essential Health Benefits maximum benefit**.

The *Coordination of Benefits* provision applies whether or not a claim is filed under the Other Plan(s). If another plan provides benefits in the form of services rather than cash, the reasonable value of the service rendered shall be deemed the benefit paid.

DEFINITIONS APPLICABLE TO THIS PROVISION

"Allowable Expenses" means any reasonable, necessary, and customary expenses **incurred** while covered under this **Plan**, part or all of which would be covered under this **Plan**. Allowable Expenses do not include expenses contained in the "Exclusions" sections of this **Plan**.

When this **Plan** is secondary, "Allowable Expense" will include any deductible or **coinsurance** amounts not paid by the Other Plan(s).

This **Plan** is not eligible to be elected as primary coverage in lieu of automobile benefits. Payments from automobile insurance will always be primary and this **Plan** shall be secondary only.

When this **Plan** is secondary, "Allowable Expense" shall not include any amount that is not payable under the primary plan as a result of a contract between the primary plan and a provider of service in which such provider agrees to accept a reduced payment and not to bill the **covered person** for the difference between the provider's contracted amount and the provider's regular billed charge.

"Other Plan" means any plan, policy or coverage providing benefits or services for, or by reason of medical, dental or vision care. Such Other Plan(s) do not include flexible spending accounts (FSA), health reimbursement accounts (HRA), health savings accounts (HSA), or individual medical, dental or vision insurance policies. "Other Plan" also does not include Tricare, **Medicare**, Medicaid or a state child health insurance program (CHIP). Such Other Plan(s) may include, without limitation:

1. Group insurance or any other arrangement for coverage for **covered persons** in a group, whether on an insured or uninsured basis, including, but not limited to, **hospital** indemnity benefits and **hospital** reimbursement-type plans;
2. **Hospital** or medical service organization on a group basis, group practice, and other group prepayment plans or on an individual basis having a provision similar in effect to this provision;
3. A licensed Health Maintenance Organization (HMO);
4. Any coverage for students which is sponsored by, or provided through, a school or other educational institution;
5. Any coverage under a government program and any coverage required or provided by any statute;
6. Group automobile insurance;
7. Individual automobile insurance coverage;
8. Individual automobile insurance coverage based upon the principles of "No-fault" coverage;

9. Any plan or policies funded in whole or in part by an employer, or deductions made by an employer from a person's compensation or retirement benefits;
10. Labor/management trustee, union welfare, employer organization, or employee benefit organization plans.

"This *Plan*" shall mean that portion of the *employer's Plan* which provides benefits that are subject to this provision.

"Claim Determination Period" means a calendar year or that portion of a calendar year during which the *covered person* for whom a claim is made has been covered under this *Plan*.

EFFECT ON BENEFITS

This provision shall apply in determining the benefits for a *covered person* for each claim determination period for the Allowable Expenses. If this *Plan* is secondary, the benefits paid under this *Plan* may be reduced so that the sum of benefits paid by all plans does not exceed 100% of total Allowable Expenses.

If the rules set forth below would require this *Plan* to determine its benefits before such Other Plan, then the benefits of such Other Plan will be ignored for the purposes of determining the benefits under this *Plan*.

ORDER OF BENEFIT DETERMINATION

Except as provided below in *Coordination with Medicare*, each plan will make its claim payment according to the first applicable provision in the following list of provisions which determine the order of benefit payment:

1. No Coordination of Benefits Provision

If the Other Plan contains no provisions for coordination of benefits, then its benefits shall be paid before all Other Plan(s).

2. Member/Dependent

The plan which covers the claimant directly pays before a plan that covers the claimant as a dependent.

3. Dependent Children of Parents not Separated or Divorced

The plan covering the parent whose birthday (month and day) occurs earlier in the year pays first. The plan covering the parent whose birthday falls later in the year pays second. If both parents have the same birthday, the plan that covered a parent longer pays first. A parent's year of birth is not relevant in applying this rule.

4. Dependent Children of Separated or Divorced Parents

When parents are separated or divorced, the birthday rule does not apply, instead:

- a. If a court decree has given one parent financial responsibility for the child's health care, the plan of that parent pays first. The plan of the stepparent married to that parent, if any, pays second. The plan of the other natural parent pays third. The plan of the spouse of the other natural parent, if any, pays fourth.

- b. In the absence of such a court decree, the plan of the parent with custody pays first. The plan of the stepparent married to the parent with custody, if any, pays second. The plan of the parent without custody pays third. The plan of the spouse of the parent without custody, if any, pays fourth.

5. Active/Inactive

The plan covering a person as an active (not laid off or retired) employee or as that person's dependent pays first. The plan covering that person as a laid off or retired employee, or as that person's dependent pays second.

6. Longer/Shorter Length of Coverage

If none of the above rules determine the order of benefits, the plan covering a person longer pays first. The plan covering that person for a shorter time pays second.

COORDINATION WITH MEDICARE

Individuals may be eligible for **Medicare** Part A at no cost if they: (i) are age 65 or older, (ii) have been determined by the Social Security Administration to be disabled, or (iii) have end stage renal disease. Participation in **Medicare** Part B and D is available to all individuals who make application and pay the full cost of the coverage.

1. When an **employee** becomes entitled to **Medicare** coverage (due to age or disability) and is still actively at work, the **employee** may continue health coverage under this **Plan** at the same level of benefits and contribution rate that applied before reaching **Medicare** entitlement.
2. When a **dependent** becomes entitled to **Medicare** coverage (due to age or disability) and the **employee** is still actively at work, the **dependent** may continue health coverage under this **Plan** at the same level of benefits and contribution rate that applied before reaching **Medicare** entitlement.
3. If the **employee** and/or **dependent** are also enrolled in **Medicare** (due to age or disability), this **Plan** shall pay as the primary plan. If, however, the **Medicare** enrollment is due to end stage renal disease, the **Plan's** primary payment obligation will end at the end of the thirty (30) month "coordination period" as provided in **Medicare** law and regulations. If the **employee** and/or **dependent** does not elect **Medicare**, but is otherwise eligible due to end stage renal disease, benefits will be paid as if **Medicare** has been elected and this **Plan** will pay secondary benefits upon completion of the thirty (30) month "coordination period."
4. Notwithstanding Paragraphs 1 to 3 above, if the **employer** (including certain affiliated entities that are considered the same employer for this purpose) has fewer than one hundred (100) **employees**, when a covered **dependent** becomes entitled to **Medicare** coverage due to **total disability**, as determined by the Social Security Administration, and the **employee** is actively-at-work, **Medicare** will pay as the primary payer for claims of the **dependent** and this **Plan** will pay secondary.
5. If the **employee** and/or **dependent** elect to discontinue health coverage under this **Plan** and enroll under the **Medicare** program, no benefits will be paid under this **Plan**. **Medicare** will be the only payor.

This section is subject to the terms of the **Medicare** laws and regulations. Any changes in these related laws and regulations will apply to the provisions of this section.

LIMITATIONS ON PAYMENTS

In no event shall the **covered person** recover under this **Plan** and all Other Plan(s) combined more than the total Allowable Expenses offered by this **Plan** and the Other Plan(s). Nothing contained in this section shall entitle the **covered person** to benefits in excess of the total **Essential Health Benefits/non-Essential Health Benefits maximum benefit** of this **Plan** during the claim determination period. The **covered person** shall refund to the **employer** any excess it may have paid.

RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION

For the purposes of determining the applicability of and implementing the terms of this *Coordination of Benefits* provision, the **Plan** may, without the consent of or notice to any person, release to or obtain from any insurance company or any other organization any information, regarding other insurance, with respect to any **covered person**. Any person claiming benefits under this **Plan** shall furnish to the **employer** such information as may be necessary to implement the *Coordination of Benefits* provision.

FACILITY OF BENEFIT PAYMENT

Whenever payments which should have been made under this ***Plan*** in accordance with this provision have been made under any Other Plan, the ***employer*** shall have the right, exercisable alone and in its sole discretion, to pay over to any organization making such other payments any amounts it shall determine to be warranted in order to satisfy the intent of this provision. Amounts so paid shall be deemed to be benefits paid under this ***Plan*** and, to the extent of such payments, the ***employer*** shall be fully discharged from liability.

AUTOMOBILE ACCIDENT BENEFITS

The ***Plan's*** liability for expenses arising out of an automobile accident shall always be secondary to any automobile insurance, irrespective of the type of automobile insurance law that is in effect in the ***covered person's*** state of residence. Currently, there are three (3) types of state automobile insurance laws.

1. No-fault automobile insurance laws
2. Financial responsibility laws
3. Other automobile liability insurance laws

No Fault Automobile Insurance Laws. In no event will the ***Plan*** pay any claim presented by or on behalf of a ***covered person*** for medical benefits that would have been payable under an automobile insurance policy but for an election made by the principal named insured under the automobile policy that reduced covered levels and/or subsequent premium. This is intended to exclude, as a ***covered expense***, a ***covered person's*** medical expenses arising from an automobile accident that are payable under an automobile insurance policy or that would have been payable under an automobile insurance policy but for such an election.

1. In the event a ***covered person*** incurs medical expenses as a result of ***injuries*** sustained in an automobile accident while “covered by an automobile insurance policy,” as an operator of the vehicle, as a passenger, or as a pedestrian, benefits will be further limited to medical expenses, that would in no event be payable under the automobile insurance; provided however that benefits payable due to a required deductible under the automobile insurance policy will be paid by the ***Plan*** up to the amount equal to that deductible.
2. For the purposes of this section the following people are deemed “covered by an automobile insurance policy.”
 - a. An owner or principal named insured individual under such policy.
 - b. A family member of an insured person for whom coverage is provided under the terms and conditions of the automobile insurance policy.
 - c. Any other person who, except for the existence of the ***Plan***, would be eligible for medical expense benefits under an automobile insurance policy.

Financial Responsibility Laws. The ***Plan*** will be secondary to any potentially applicable automobile insurance even if the state's “financial responsibility law” does not allow the ***Plan*** to be secondary.

Other Automobile Liability Insurance. If the state does not have a no-fault automobile insurance law or a “financial responsibility” law, the ***Plan*** is secondary to automobile insurance coverage or to any other person or entity who caused the ***accident*** or who may be liable for the ***covered person's*** medical expenses pursuant to the general rule for *Subrogation/Reimbursement*.

SUBROGATION/REIMBURSEMENT

The **Plan** is designed to only pay **covered expenses** for which payment is not available from anyone else, including any insurance company or another health plan. In order to help a **covered person** in a time of need, however, the **Plan** may pay **covered expenses** that may be or become the responsibility of another person, provided that the **Plan** later receives reimbursement for those payments (hereinafter called “Reimbursable Payments”).

Therefore, by enrolling in the **Plan**, as well as by applying for payment of **covered expenses**, a **covered person** is subject to, and agrees to, the following terms and conditions with respect to the amount of **covered expenses** paid by the **Plan**:

1. Assignment of Rights (Subrogation). The **covered person** automatically assigns to the **Plan** any rights the **covered person** may have to recover all or part of the same **covered expenses** from any party, including an insurer or another group health program (except flexible spending accounts, health reimbursement accounts and health savings accounts), but limited to the amount of Reimbursable Payments made by the **Plan**. This assignment includes, without limitation, the assignment of a right to any funds paid by a third party to a **covered person** or paid to another for the benefit of the **covered person**. This assignment applies on a first-dollar basis (*i.e.*, has priority over other rights), applies whether the funds paid to (or for the benefit of) the **covered person** constitute a full or a partial recovery, and even applies to funds actually or allegedly paid for non-medical or dental charges, attorney fees, or other costs and expenses. This assignment also allows the **Plan** to pursue any claim that the **covered person** may have, whether or not the **covered person** chooses to pursue that claim. By this assignment, the **Plan’s** right to recover from insurers includes, without limitation, such recovery rights against no-fault auto insurance carriers in a situation where no third party may be liable, and from any uninsured or underinsured motorist coverage.
2. Equitable Lien and other Equitable Remedies. The **Plan** shall have an equitable lien against any rights the **covered person** may have to recover the same **covered expenses** from any party, including an insurer or another group health program, but limited to the amount of Reimbursable Payments made by the **Plan**. The equitable lien also attaches to any right to payment from workers’ compensation, whether by judgment or settlement, where the **Plan** has paid **covered expenses** prior to a determination that the **covered expenses** arose out of and in the course of employment. Payment by workers’ compensation insurers or the employer will be deemed to mean that such a determination has been made.

This equitable lien shall also attach to any money or property that is obtained by anybody (including, but not limited to, the **covered person**, the **covered person’s** attorney, and/or a trust) as a result of an exercise of the **covered person’s** rights of recovery (sometimes referred to as “proceeds”). The **Plan** shall also be entitled to seek any other equitable remedy against any party possessing or controlling such proceeds. At the discretion of the **plan administrator**, the **Plan** may reduce any future **covered expenses** otherwise available to the **covered person** under the **Plan** by an amount up to the total amount of Reimbursable Payments made by the **Plan** that is subject to the equitable lien.

This and any other provisions of the **Plan** concerning equitable liens and other equitable remedies are intended to meet the standards for enforcement under ERISA that were enunciated in the United States Supreme Court’s decision entitled, Great-West Life & Annuity Insurance Co. v. Knudson, 534 US 204 (2002). The provisions of the **Plan** concerning subrogation, equitable liens and other equitable remedies are also intended to supercede the applicability of the federal common law doctrines commonly referred to as the “make whole” rule and the “common fund” rule.

3. Assisting in **Plan’s** Reimbursement Activities. The **covered person** has an obligation to assist the **Plan** to obtain reimbursement of the Reimbursable Payments that it has made on behalf of the **covered person**, and to provide the **Plan** with any information concerning the **covered person’s** other insurance coverage (whether through automobile insurance, other group health program, or otherwise) and any other person or entity (including their insurer(s)) that may be obligated to provide payments or benefits to or for the benefit of the **covered person**. The **covered person** is required to (a) cooperate fully in the **Plan’s** (or any **Plan** fiduciary’s) enforcement of the terms of the **Plan**, including the exercise of the **Plan’s** right to subrogation and reimbursement, whether against the **covered person** or any third party, (b) not do anything to prejudice those

enforcement efforts or rights (such as settling a claim against another party without including the **Plan** as a co-payee for the amount of the Reimbursable Payments and notifying the **Plan**), (c) sign any document deemed by the **plan administrator** to be relevant to protecting the **Plan's** subrogation, reimbursement or other rights, and (d) provide relevant information when requested. The term "information" includes any documents, insurance policies, police reports, or any reasonable request by the **plan administrator** or **claims processor** to enforce the **Plan's** rights.

The **plan administrator** has delegated to the **claims processor** for medical claims the right to perform ministerial functions required to assert the **Plan's** rights with regard to such claims and benefits; however, the **plan administrator** shall retain discretionary authority with regard to asserting the **Plan's** recovery rights.

GENERAL PROVISIONS

ADMINISTRATION OF THE PLAN

The ***Plan*** is administered through the Human Resources Department of the ***employer***. The ***employer*** is the ***plan administrator***. The ***plan administrator*** shall have full charge of the operation and management of the ***Plan***. The ***employer*** has retained the services of an independent ***claims processor*** experienced in claims review.

The ***employer*** is the named fiduciary of the ***Plan*** except as noted herein. Except as otherwise specifically provided in this document, the ***claims processor*** is the named fiduciary of the ***Plan*** for pre-service and post-service claim appeals. As the named fiduciary for appeals, the ***claims processor*** maintains discretionary authority to review all denied claims under appeal for benefits under the ***Plan***. The ***employer*** maintains discretionary authority to interpret the terms of the ***Plan***, including but not limited to, determination of eligibility for and entitlement to ***Plan*** benefits in accordance with the terms of the ***Plan***; any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

The ***employer*** is the sponsor of the ***Plan***. The ***employer*** maintains authority to review all denied claims under appeal for benefits under the ***Plan***. The ***employer*** maintains discretionary authority to interpret the terms of the ***Plan***, including but not limited to, determination of eligibility for and entitlement to ***Plan*** benefits in accordance with the terms of the ***Plan***; any interpretation or determination made pursuant to such authority shall be given full force and effect.

Plan Administrator and Claims Delegate (applies to covered expenses from facilities and nonpreferred providers)

The ***named fiduciary*** for limited purposes relating specifically to delegated claims decisions is the ***claims delegate***. The responsibilities, powers and authority granted to the ***claims delegate*** are more specifically set forth below, in the subsection labeled “Powers and Duties of the Claims Delegate” and in the ***Plan*** sections entitled ***Claim Review and Validation Program***. The ***claims delegate*** shall have no authority, responsibility or liability other than as referenced above.

The ***plan administrator*** shall establish the policies, practices and procedures of this ***Plan***. The ***plan administrator*** and the ***claims delegate*** shall administer this ***Plan*** in accordance with its terms. It is the express intent of this ***Plan*** that the ***plan administrator*** and the ***claims delegate*** shall have maximum legal discretionary authority to construe and interpret the terms and provisions of the ***Plan***, to make determinations regarding issues which relate to eligibility for benefits (including the determination of which medical care, supplies, care and treatment are experimental), to decide disputes which may arise relative to a ***covered person’s*** rights, and to decide questions of ***Plan*** interpretation and those of fact relating to the ***Plan***, within their respective scopes of authority. The decisions within their respective scopes of authority of the ***plan administrator*** and the ***claims delegate*** as to the facts related to any claim for benefits and the meaning and intent of any provision of the ***Plan***, or its application to any claim, shall receive the maximum deference provided by law and will be final and binding on all interested parties. Benefits under this ***Plan*** will be paid only if the ***plan administrator***, ***claims delegate***, or the ***claims processor***, as appropriate, decides in its discretion that the ***covered person*** is entitled to them. The ***plan administrator*** shall have discretionary authority over ***claims delegate*** such that ultimate discretionary authority resides with the ***plan administrator***.

Powers and Duties of the Plan Administrator (applies to covered expenses from facilities and nonpreferred providers)

The duties of the ***plan administrator*** include the following:

- (i) To appoint and supervise a third-party administrator (TPA) or claim processor (“***claims processor***”) to pay claims;
- (ii) Processing and Payment. The ***claims processor*** will process all claims in accordance with the Claim Review and Validation Program of ***claims delegate***, this ***Plan*** document and applicable law, and the ***plan administrator*** will fund and cause the ***claims processor*** to issue benefit payments for such claim, including the issuance of explanation of benefits (EOB’s) and notices of ***adverse benefit determinations*** (if applicable) within any timeframe required by the ***Plan*** or applicable law, according to ***billing reviews*** and/or ***medical record reviews*** of claims made by ***claims delegate***, using checks bearing restrictive endorsement language

approved in writing by *claims delegate* or using either electronic payment advice or single-use virtual credit card numbers delivered with or accompanied by a memo or notation including substantially equivalent language approved in writing by *claims delegate*. The *claims processor* will also process all claim appeals, and will be responsible for making claim *benefit determinations* on appeals and sending out required notices regarding such determinations in accordance with the *Plan* document and at the direction of the *plan administrator*. In processing claims and appeals, the *plan administrator* and the *claims processor* will comply with all requirements of this *Plan* document and applicable law. At the reasonable request of *claims delegate*, the *plan administrator* and the *claims processor* will provide *claims delegate* with a written description of the administrative processes and safeguards which are in place to ensure adherence to and consistent application of all provisions and terms of this *Plan* document;

- (iii) Delivery of Claims. The *plan administrator* will, within seven (7) days of receipt, forward or cause the *claims processor* to forward to *claims delegate* all claims and related materials and information;
- (iv) Delivery of EOBs and Notices of *Adverse Benefits Determination*; Proof of Payment. The *plan administrator* will cause the *claims processor* to deliver or provide *claims delegate* with a copy of the EOB for disputed claims upon request. As soon as practicably possible after a request by *claims delegate*, the *plan administrator* will provide or cause to be provided to *claims processor* either (i) a copy or digital image of the front and back of the cancelled check with which payment was made for a claims, or (ii) proof of payment and a copy of the electronic payment advice or single-use virtual credit card numbers with which payment was made for a claim together with any memo or notation that accompanied or was delivered with such payment;
- (v) Delivery of Initial Appeal Determinations. In the event there is an appeal of an initial claim *benefit determination*, the *claims processor* will deliver to *claims delegate*, and the appropriate *hospital* or *professional provider*, copies of all *benefit determinations* on any appeal decision made by the *claims processor* and any materials and information submitted in connection therewith, within ten (10) days of making such determination;
- (vi) To administer the *Plan* in accordance with its terms;
- (vii) To determine all questions of eligibility, status and coverage under the *Plan*;
- (viii) To interpret the *Plan*, including the authority to construe possible ambiguities, inconsistencies, omissions and disputed terms;
- (ix) To make factual findings;
- (x) To decide disputes which may arise relative to a *covered person's* rights;
- (xi) To prescribe procedures for filing a claim for benefits, to review claim denials and appeals relating to them and to uphold or reverse such denials;
- (xii) To keep and maintain the *Plan* documents and all other records pertaining to the *Plan*;
- (xiii) To ensure that the *Plan* is administered in accordance with applicable law;
- (xiv) To establish and communicate procedures to determine whether a medical child support order or national medical support notice is a Qualified Medical Child Support Order (QMCSO);
- (xv) To delegate to any person or entity such powers, duties and responsibilities as it deems appropriate; and
- (xvi) To perform each and every function necessary for or related to the *Plan's* administration.

Powers and Duties of the *Claims Delegate* (applies to *covered expenses* from *facilities* and *nonpreferred providers*)

The *claims delegate* shall have the following powers and duties, specifically with respect to and in connection with claims review, evaluation, *benefits determinations* and appeals:

- (i) The *claims delegate* shall re-price submitted claims and shall be responsible for the performance of *billing reviews* and/or *medical reviews* on all such claims. *Claims delegate* will be the primary source of *billing review* and/or *medical record review* services. In addition, the parties acknowledge and agree that, at *claims delegate's* expense, *claims delegate* may engage or cause to be engaged such additional or alternate *billing review specialists*, *medical record review* solutions, *medical review specialists* or other expert or professional advisors to undertake or supplement any claim review(s), as *claims delegate* reasonably deems necessary or appropriate in light of the facts and circumstances related to the claim(s) at issue. *Claims delegate* will provide its recommendations to the *claims processor* for the initial claim *benefits determination*;
- (ii) *Claims delegate* will, where reasonably possible and appropriate, identify and pursue opportunities for *direct contracts* with *hospitals* and *nonpreferred providers* as agreed to by the parties for an additional fee;
- (iii) To undertake, provide for, manage and oversee (i) the assessment and validation of claims and the medical care provided and fees charged in connection therewith, (ii) such level of claim review as *claims delegate*

deems appropriate and desirable for claims under the circumstances, and (iii) the selection and engagement of such *billing review specialists, medical review specialists*, health care professionals and subject matter experts as *claims delegate* deems appropriate and desirable under the circumstances, for claim review purposes or otherwise in connection with the *Claim Review and Validation Program*, and make final decisions regarding all such matters;

- (iv) To designate other persons to carry out any duty or power that would otherwise be a responsibility of the *claims delegate* under the terms of the *Claim Review and Validation Program* and retain such consultants, service providers, legal counsel, or other specialists, as the *claims delegate* may deem appropriate and necessary in connection with the *Claim Review and Validation Program*;
- (v) To keep and maintain, or cause to be kept and maintained, such records pertaining to delegated claims decisions as may be required by the **Plan** or applicable law; and
- (vi) To perform such other duties and functions as are necessary or required in connection with the *Claim Review and Validation Program*.

The duties and powers of the *claims delegate* shall be limited to those referenced above.

APPLICABLE LAW

Except to the extent preempted by federal law, all provisions of the **Plan** shall be construed and administered in a manner consistent with the requirements under the laws of the State of Ohio.

ASSIGNMENT

Benefits for *covered expenses* may be assigned by a *covered person* to the *hospital* or *nonpreferred provider*; however, if those benefits are paid directly to the *covered person*, the **Plan** shall be deemed to have fulfilled its obligations with respect to such benefits. The **Plan** will not be responsible for determining whether any such assignment is valid. Payment of benefits which have been assigned will be made directly to the assignee unless a written request not to honor the assignment, signed by the *covered person* and the assignee, has been received before the proof of loss is submitted.

No *covered person* shall at any time, either during the time in which he or she is a *covered person* in the **Plan**, or following his or her termination as a *covered person*, in any manner, have any right to assign his or her right to sue to recover benefits under the **Plan**, to enforce rights due under the **Plan** or to any other causes of action which he or she may have against the **Plan** or its fiduciaries.

The *covered person*, in accordance with the terms of this **Plan**, compensates *hospitals* or *nonpreferred providers* of medical care with an *assignment of benefits*. By accepting an *assignment of benefits* in lieu of billing the *covered person* directly, the *hospital* or *nonpreferred provider* waives its right to balance bill and acknowledges that the *assignment of benefits* is adequate consideration to compensate for the medical care rendered. Any *hospital* or *nonpreferred provider* who has accepted *assignment of benefits* and/or payment of benefits from the **Plan** and then pursues recovery from the *covered person*, on any legal or equitable theory, shall be acting in violation of this **Plan** and shall be required to immediately refund in full any and all amounts paid to such *hospital* or *nonpreferred provider* by or on behalf of the **Plan** in connection with the claim in question.

Hospitals or *nonpreferred providers* should accept an *assignment of benefits* as consideration in full for services rendered, and submit claims directly to the **Plan**. The **Plan** will pay the scheduled benefit amount, less any required deductibles and *copays*, and subject to any limits or exclusions, directly to the *hospital* or *nonpreferred provider*. When available, benefits will be limited by the terms of the **Plan**, including provisions which limit benefits to *usual, customary and reasonable* amount, and if applicable may not exceed the *maximum allowable charge* and *permitted payment level*, except as described in the *Nonpreferred Provider* subsection, under the *Preferred Provider* or *Nonpreferred Provider* section.

Coverage and the *covered person's* rights under this **Plan** for *preferred provider* claims may not be assigned. A direction to pay a *preferred provider* is not an assignment of any right under this **Plan** or of any legal or equitable right to institute any court proceeding.

Payment of Benefits

Benefits will be processed as soon as the necessary proof to support the claim is received. Written proof must be provided for all benefits. All covered health benefits are payable to the **covered person**. However, the **Plan** has the right to pay any health benefits to the service provider. Service providers shall be paid unless the **covered person** has told the **claims processor** otherwise by the time the **covered person** files the claim and a reasonable amount of time for the **claims processor** to process the **covered person's** request.

The **Plan** will pay benefits to the responsible party of an **alternate recipient** as designated in a Qualified Medical Child Support Order (QMCSO) or National Medical Support Notice (NMSN).

Additional Provisions

The **Plan's**, **Plan Sponsor's**, or **claim processor's** failure to implement or insist upon compliance with any provision of this **Plan** at any given time or times, shall not constitute a waiver of the right to implement or insist upon compliance with that provision at any other time or times.

BALANCE BILLING

In the event that a claim is subject to the *Claim Review and Validation Program*, and some or all of the charges are disallowed, in whole or in part, because they are found to be **improper balances**, it is the opinion of the **Plan** that the **covered person** should not be responsible for payment of such **improper balances** and should not be balance-billed for the difference between the total billed charges and the amount determined to be payable under the terms of the **Plan**. However, balance-billing for such amounts can occur, and the **Plan** has no control over providers that pursue balance-billing for such amounts (except in certain cases involving contracted providers, if any), but the **Plan** can, at the discretion of the **plan administrator** and/or **claims delegate**, provide advocacy and support services for **covered persons** disputing or defending against balance-billing excessive charges. The **covered person** is responsible for payment of **coinsurances**, deductibles and out-of-pocket maximums and is expected to pay any portion of a balance-bill attributable to such amounts. In addition, with respect to contracted services, which are subject to negotiated rates established in a **direct contract**, the **covered person** should not be responsible for the difference between the amount charged by the contracted provider and the amount determined payable by the **Plan** and/or **claims delegate** for the contracted services, and that the **covered person** should not be balance-billed for such difference. Again, the **Plan** has no control over any directly contracted provider or network physician that engages in balance-billing practices, except to the extent that such practices are contrary to the **direct contract** governing the relationship between the **claims delegate** and the provider.

BENEFITS NOT TRANSFERABLE

Except as otherwise stated herein, no person other than an eligible **covered person** is entitled to receive benefits under the **Plan**. Such right to benefits is not transferable.

CLERICAL ERROR

No clerical error on the part of the **employer** or **claims processor** shall operate to defeat any of the rights, privileges, services, or benefits of any **employee** or any **dependent(s)** hereunder, nor create or continue coverage which would not otherwise validly become effective or continue in force hereunder. An equitable adjustment of contributions and/or benefits will be made when the error or delay is discovered. However, if more than six (6) months has elapsed prior to discovery of any error, any adjustment of contributions shall be waived. No party shall be liable for the failure of any other party to perform.

CONFORMITY WITH STATUTE(S)

Any provision of the **Plan** which is in conflict with statutes which are applicable to the **Plan** is hereby amended to conform to the minimum requirements of said statute(s).

EFFECTIVE DATE OF THE PLAN

The *effective date* of this *Plan* is April 1, 2023.

FRAUD OR INTENTIONAL MISREPRESENTATION

If the *covered person* or anyone acting on behalf of a *covered person* makes a false statement on the application for enrollment, or withholds information with intent to deceive or affect the acceptance of the enrollment application or the risks assumed by the *Plan*, or otherwise misleads the *Plan*, the *Plan* shall be entitled to recover its damages, including legal fees, from the *covered person*, or from any other person responsible for misleading the *Plan*, and from the person for whom the benefits were provided. Any fraud or intentional misrepresentation of a material fact on the part of the *covered person* or an individual seeking coverage on behalf of the individual in making application for coverage, or any application for reclassification thereof, or for service thereunder is prohibited and shall render the coverage under the *Plan* null and void.

FREE CHOICE OF HOSPITAL AND PHYSICIAN

Nothing contained in the *Plan* shall in any way or manner restrict or interfere with the right of any person entitled to benefits hereunder to select a *hospital* or to make a free choice of the attending *physician* or *professional provider*. However, benefits will be paid in accordance with the provisions of the *Plan*, and the *covered person* may have higher out-of-pocket expenses if the *covered person* uses the services of a *nonpreferred provider*.

INCAPACITY

If, in the opinion of the *employer*, a *covered person* for whom a claim has been made is incapable of furnishing a valid receipt of payment due him and in the absence of written evidence to the *Plan* of the qualification of a guardian or personal representative for his estate, the *employer* may on behalf of the *Plan*, at his discretion, make any and all such payments to the provider of services or other person providing for the care and support of such person. Any payment so made will constitute a complete discharge of the *Plan's* obligation to the extent of such payment.

INCONTESTABILITY

All statements made by the *employer* or by the *employee* covered under the *Plan* shall be deemed representations and not warranties. Such statements shall not void or reduce the benefits under the *Plan* or be used in defense to a claim unless they are contained in writing and signed by the *employer* or by the *covered person*, as the case may be. A statement made shall not be used in any legal contest unless a copy of the instrument containing the statement is or has been furnished to the other party to such a contest.

LEGAL ACTIONS

The decision by the *plan administrator/claims processor* on review will be final, binding, and conclusive, and will be afforded the maximum deference permitted by law. All claim review procedures provided for in this *Plan* Document must be exhausted before any legal or equitable action is brought. Notwithstanding any other state or federal law, any and all legal actions to recover benefits, whether against the *Plan*, *plan administrator/claims processor*, any other fiduciary, or their employees, must be filed within one (1) year from the date all claim review procedures provided for in this *Plan* Document have been exhausted.

LIMITS ON LIABILITY

Liability hereunder is limited to the services and benefits specified, and the *employer* shall not be liable for any obligation of the *covered person incurred* in excess thereof. The *employer* shall not be liable for the negligence, wrongful act, or omission of any *physician*, *professional provider*, *hospital*, or other institution, or their employees, or any other person. The liability of the *Plan* shall be limited to the reasonable cost of *covered expenses* and shall not include any liability for suffering or general damages.

LOST DISTRIBUTEES

Any benefit payable hereunder shall be deemed forfeited if the *plan administrator* is unable to locate the *covered person* to whom payment is due, provided, however, that such benefits shall be reinstated if a claim is made by the *covered person* for the forfeited benefits within the time prescribed in the applicable Claim Filing Procedure section of this document.

MEDICAID ELIGIBILITY AND ASSIGNMENT OF RIGHTS

The *Plan* will not take into account whether an individual is eligible for, or is currently receiving, medical assistance under a state plan for medical assistance as provided under Title XIX of the Social Security Act ("State Medicaid Plan") either in enrolling that individual as a *covered person* or in determining or making any payment of benefits to that individual. The *Plan* will pay benefits with respect to such individual in accordance with any assignment of rights made by or on behalf of such individual as required under a state Medicaid plan pursuant to § 1912(a)(1)(A) of the Social Security Act. To the extent payment has been made to such individual under a state Medicaid Plan and this *Plan* has a legal liability to make payments for the same services, supplies or treatment, payment under the *Plan* will be made in accordance with any state law which provides that the state has acquired the rights with respect to such individual to payment for such services, supplies or treatment under the *Plan*.

PHYSICAL EXAMINATIONS REQUIRED BY THE PLAN

The *Plan*, at its own expense, shall have the right to require an examination of a person covered under the *Plan* when and as often as it may reasonably require during the pendency of a claim.

PLAN IS NOT A CONTRACT

The *Plan* shall not be deemed to constitute a contract between the *employer* and any *employee* or to be a consideration for, or an inducement or condition of, the employment of any *employee*. Nothing in the *Plan* shall be deemed to give any *employee* the right to be retained in the service of the *employer* or to interfere with the right of the *employer* to terminate the employment of any *employee* at any time.

PLAN MODIFICATION AND AMENDMENT

The *employer* may modify or amend the *Plan* in accordance with the provision of the collective bargaining agreement, and such amendments or modifications which affect *covered persons* will be communicated to the *covered persons*. Any such amendments shall be in writing, setting forth the modified provisions of the *Plan*, the *effective date* of the modifications, and shall be signed by the *employer's* designee.

Such modification or amendment shall be duly incorporated in writing into the master copy of the *Plan* on file with the *employer*, or a written copy thereof shall be deposited with such master copy of the *Plan*. Appropriate filing and reporting of any such modification or amendment with governmental authorities and to *covered persons* shall be timely made by the *employer*.

PLAN TERMINATION

The *employer* reserves the right to terminate the *Plan* at any time. Upon termination, the rights of the *covered persons* to benefits are limited to claims *incurred* up to the date of termination. Any termination of the *Plan* will be communicated to the *covered persons*.

Upon termination of this *Plan*, all claims *incurred* prior to termination, but not submitted to either the *employer* or *claims processor* within three (3) months of the *effective date* of termination of this *Plan*, will be excluded from any benefit consideration.

PRIOR PLAN COVERAGE

Employees and *dependents* who are covered under the *employer's prior plan* as of the day immediately prior to the *effective date* of this *Plan* shall be covered hereunder, provided they have elected coverage under this *Plan*. *Employees* who have not satisfied the *prior plan's* waiting period shall become effective under this *Plan* upon completing the waiting period of the *prior plan*.

PRONOUNS

All personal pronouns used in the *Plan* shall include either gender unless the context clearly indicates to the contrary.

RECOVERY FOR OVERPAYMENT

Whenever payments have been made from the *Plan* in excess of the maximum amount of payment necessary, the *Plan* will have the right to recover these excess payments. If the *Plan* makes any payment that, according to the terms of the *Plan*, should not have been made, the *Plan* may recover that incorrect payment, whether or not it was made due to the *Plan's* or the *Plan* designee's own error, from the person or entity to whom it was made or from any other appropriate party.

SEVERABILITY

Should any part of this *Plan* subsequently be invalidated by a court of competent jurisdiction, the remainder of the *Plan* shall be given effect to the maximum extent possible.

STATUS CHANGE

If an *employee* or *dependent* has a status change while covered under this *Plan* (*i.e.*, *dependent* to *employee*, COBRA to active) and no interruption in coverage has occurred, the *Plan* will provide continuous coverage with respect to any deductible(s), *coinsurance* and *Essential Health Benefits/non-Essential Health Benefits maximum benefit*.

TIME EFFECTIVE

The effective time with respect to any dates used in the *Plan* shall be 12:01 a.m. as may be legally in effect at the address of the *plan administrator*.

WORKERS' COMPENSATION NOT AFFECTED

This *Plan* is not in lieu of, and does not affect any requirement for, coverage by Workers' Compensation Insurance.

HIPAA PRIVACY

The following provisions are intended to comply with applicable *Plan* amendment requirements under Federal regulation implementing Section 264 of the Health Insurance Portability and Accountability Act of 1996 (*HIPAA*).

DISCLOSURE BY PLAN TO PLAN SPONSOR

The *Plan* may take the following actions only upon receipt of a *Plan* amendment certification:

1. Disclose protected health information to the *plan sponsor*.
2. Provide for or permit the disclosure of protected health information to the *plan sponsor* by a health insurance issuer or HMO with respect to the *Plan*.

USE AND DISCLOSURE BY PLAN SPONSOR

The *plan sponsor* may use or disclose protected health information received from the *Plan* to the extent not inconsistent with the provisions of this *HIPAA Privacy* section or the *privacy rule*.

OBLIGATIONS OF PLAN SPONSOR

The *plan sponsor* shall have the following obligations:

1. Ensure that:
 - a. Any agents (including a subcontractor) to whom it provides protected health information received from the *Plan* agree to the same restrictions and conditions that apply to the *plan sponsor* with respect to such information; and
 - b. Adequate separation between the *Plan* and the *plan sponsor* is established in compliance with the requirement in 45 C.F.R. 164.504(f)(2)(iii).
2. Not use or further disclose protected health information received from the *Plan*, other than as permitted or required by the *Plan* documents or as *required by law*.
3. Not use or disclose protected health information received from the *Plan*:
 - a. For employment-related actions and decisions; or
 - b. In connection with any other benefit or employee benefit plan of the *plan sponsor*.
4. Report to the *Plan* any use or disclosure of the protected health information received from the *Plan* that is inconsistent with the use or disclosure provided for of which it becomes aware.
5. Make available protected health information received from the *Plan*, as and to the extent required by the *privacy rule*:
 - a. For access to the individual;
 - b. For amendment and incorporate any amendments to protected health information received from the *Plan*; and
 - c. To provide an accounting of disclosures.
6. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from the *Plan* available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance by the *Plan* with the *privacy rule*.

7. Return or destroy all protected health information received from the **Plan** that the **plan sponsor** still maintains in any form and retain no copies when no longer needed for the purpose for which the disclosure by the **Plan** was made, but if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
8. Provide protected health information only to those individuals, under the control of the **plan sponsor** who perform administrative functions for the **Plan**; (*i.e.*, eligibility, enrollment, payroll deduction, benefit determination, claim reconciliation assistance), and to make clear to such individuals that they are not to use protected health information for any reason other than for **Plan** administrative functions nor to release protected health information to an unauthorized individual.
9. Provide protected health information only to those entities required to receive the information in order to maintain the **Plan** (*i.e.*, claim administrator, case management vendor, **pharmacy benefit manager**, claim subrogation, vendor, claim auditor, network manager, stop-loss insurance carrier, insurance broker/consultant, and any other entity subcontracted to assist in administering the **Plan**).
10. Provide an effective mechanism for resolving issues of noncompliance with regard to the items mentioned in this provision.
11. Reasonably and appropriately safeguard electronic protected health information created, received, maintained, or transmitted to or by the **plan sponsor** on behalf of the **Plan**. Specifically, such safeguarding entails an obligation to:
 - a. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that the **plan sponsor** creates, receives, maintains, or transmits on behalf of the **Plan**;
 - b. Ensure that the adequate separation as required by 45 C.F.R. 164.504(f)(2)(iii) is supported by reasonable and appropriate security measures;
 - c. Ensure that any agent, including a subcontractor, to whom it provides this information agrees to implement reasonable and appropriate security measures to protect the information; and
 - d. Report to the **Plan** any security incident of which it becomes aware.

EXCEPTIONS

Notwithstanding any other provision of this *HIPAA Privacy* section, the **Plan** (or a health insurance issuer or HMO with respect to the **Plan**) may:

1. Disclose summary health information to the **plan sponsor** if the **plan sponsor** requests it for the purpose of:
 - a. Obtaining premium bids from health plans for providing health insurance coverage under the **Plan**;
or
 - b. Modifying, amending, or terminating the **Plan**;
2. Disclose to the **plan sponsor** information on whether the individual is participating in the **Plan**, or is enrolled in or has disenrolled from a health insurance issuer or HMO offered by the **Plan**;
3. Use or disclose protected health information:
 - a. With (and consistent with) a valid authorization obtained in accordance with the **privacy rule**;
 - b. To carry out treatment, payment, or health care operations in accordance with the **privacy rule**; or
 - c. As otherwise permitted or required by the **privacy rule**.

Bellefontaine City Schools
"Privacy Officer"
820 Ludlow Road
Bellefontaine, OH 43311
<http://www.bellefontaine.k12.oh.us>

NOTICE OF PRIVACY PRACTICES

Effective Date of this Notice: Same as the effective date on the cover page of this Plan

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. **Please review it carefully.**

Your Rights

You have the right to:

- Get a copy of your health and claims records
- Correct your health and claims records
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

Your Choices

You have some choices in the way that we use and share information as we:

- Answer coverage questions from your family and friends
- Provide disaster relief
- Market our services and sell your information

Our Uses and Disclosures

We may use and share your information as we:

- Help manage the health care treatment you receive
- Run our organization
- Pay for your health services
- Administer your health plan
- Help with public health and safety issues
- Do research
- Comply with the law
- Respond to organ and tissue donation requests and work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

Your Rights

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get a copy of health and claims records

- You can ask to see or get a copy of your health and claims records and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health and claims records, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Ask us to correct health and claims records

- You can ask us to correct your health and claims records if you think they are incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days.

Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will consider all reasonable requests, and must say “yes” if you tell us you would be in danger if we do not.

Ask us to limit what we use or share

- You can ask us not to use or share certain health information for treatment, payment, or our operations.
- We are not required to agree to your request, and we may say “no” if it would affect your care.

Get a list of those with whom we’ve shared information

- You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a copy of this privacy notice

You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting us using the information on page 1.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.
- We will not retaliate against you for filing a complaint.

Your Choices

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in payment for your care
- Share information in a disaster relief situation

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases we *never* share your information unless you give us written permission:

- Marketing purposes
- Sale of your information

Our Uses and Disclosures

How do we typically use or share your health information?

We typically use or share your health information in the following ways.

Help manage the health care treatment you receive

We can use your health information and share it with professionals who are treating you.

Example: A doctor sends us information about your diagnosis and treatment plan so we can arrange additional services.

Run our organization

- We can use and disclose your information to run our organization and contact you when necessary.
- We are not allowed to use genetic information to decide whether we will give you coverage and the price of that coverage. This does not apply to long term care plans.

Example: We use health information about you to develop better services for you.

Pay for your health services

We can use and disclose your health information as we pay for your health services.

Example: We share information about you with your dental plan to coordinate payment for your dental work.

Administer your plan

We may disclose your health information to your health plan sponsor for plan administration.

Example: Your company contracts with us to provide a health plan, and we provide your company with certain statistics to explain the premiums we charge.

How else can we use or share your health information?

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes.

For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

Help with public health and safety issues

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

Do research

We can use or share your information for health research.

Comply with the law

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

Respond to organ and tissue donation requests and work with a medical examiner or funeral director

- We can share health information about you with organ procurement organizations.
- We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers' compensation, law enforcement, and other government requests

We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

Respond to lawsuits and legal actions

We can share health information about you in response to a court or administrative order, or in response to a subpoena.

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.

Changes to the Terms of this Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, on our web site, and we will mail a copy to you.

DEFINITIONS

Certain words and terms used herein shall be defined as follows and are shown in *bold and italics* throughout the document:

Accident

An unforeseen event resulting in *injury*.

Adverse Benefit Determination

Adverse benefit determination shall mean any of the following:

1. A denial in benefits.
2. A reduction in benefits.
3. A rescission of coverage, even if the rescission does not impact a current claim for benefits.
4. A termination of benefits.
5. A failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a *covered person's* eligibility to participate in the *Plan*.
6. A denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit resulting from the application of any utilization review.
7. A failure to cover an item or service for which benefits are otherwise provided because it is determined to be *experimental/investigational* or not *medically necessary* or appropriate.

Affordable Care Act

The Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act of 2010 and all applicable regulations and regulatory guidance.

Air Mileage Rate

A *contracted rate* expressed in dollars per loaded mile (statute miles not nautical miles) flown.

Alternate Recipient

Any child of an *employee* or their spouse who is recognized in a Qualified Medical Child Support Order (QMCSO) or National Medical Support Notice (NMSN) which has been issued by any court judgment, decree, or order as being entitled to enrollment for coverage under the *Plan*.

Ambulatory Surgical Facility

A *facility* provider with an organized staff of *physicians* which has been approved by the Joint Commission on the Accreditation of Healthcare Organizations, or by the Accreditation Association for Ambulatory Health, Inc., or by *Medicare*; or that has a contract with the *Preferred Provider Organization* as a *preferred provider*. An *ambulatory surgical facility* is a *facility* that:

1. Has permanent facilities and equipment for the purpose of performing surgical procedures on an *outpatient* basis;

2. Provides treatment by or under the supervision of *physicians* and nursing services whenever the *covered person* is in the *ambulatory surgical facility*;
3. Does not provide *inpatient* accommodations; and
4. Is not, other than incidentally, a *facility* used as an office or clinic for the private practice of a *physician*.

Anesthesia Conversion Factor

A *median contracted rate* expressed in dollars per unit.

Applied Behavioral Analysis (ABA)

A type of intensive behavioral therapy in which individuals trained in objective observation, evidence-based assessment, data collection, and functional analyses utilize these data to produce meaningful changes in human behavior.

Approved Clinical Trial

A Phase I, Phase II, Phase III, or Phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other “life-threatening disease or condition” and is further described in accordance with federal law and applicable federal regulations.

Assignment of Benefits

An arrangement whereby the *covered person* assigns their right to seek and receive payment of eligible *Plan* benefits, in strict accordance with the terms of this *Plan* document, to a *hospital* or *nonpreferred provider*. If a *hospital* or *nonpreferred provider* accepts said arrangement, the *hospital's* or *nonpreferred provider's* rights to receive *Plan* benefits are equal to those of a *covered person* and are limited by the terms of this *Plan* document. A *hospital* or *nonpreferred provider* that accepts this arrangement thereby indicates acceptance of an *assignment of benefits* as consideration in full for medical care rendered. The *plan administrator* and/or *claims delegate* may revoke or disregard an *assignment of benefits* at its discretion and continue to treat the *covered person* as the sole beneficiary.

Autism Spectrum Disorder

A condition related to brain development that affects how a person perceives and socializes with others, causing problems in social interaction and communication. This disorder also includes limited and repetitive behavior.

Base Unit

For an anesthesia service code, *base units* are specified in the most recent edition (as of the date of service) of the American Society of Anesthesiologists Relative Value Guide.

Benefit Determination

A determination made by the *claims delegate*, *plan administrator* or *claims processor* on a claim for benefits, including an *adverse benefit determination*.

Billing Errors

Any billing mistakes or improprieties including, but not limited to, up-coding, duplicate charges, charges for care, supplies, treatment, and/or medical care not actually rendered or performed, or charges otherwise determined to be invalid, impermissible or improper based on any applicable law, regulation, rule or professional standard.

Billing Review

A review of billing documentation and related medical records undertaken to uncover any identifiable *improper balance*, as necessary and sufficient to allow the *claims delegate* to reasonably assess the accuracy and validity of billed charges

submitted in connection with a claim and to make determinations as to whether any such charge exceeds the *maximum allowable charge* or whether such claim exceeds *permitted payment levels*.

Billing Review Specialist

Any organization(s) or individual(s) engaged to provide ***billing review*** services, advice and recommendations regarding ***hospital*** and ***facility*** claims. The ***claims delegate***, ***claims processor*** or the ***plan administrator*** will, upon request, furnish the name, address, and phone number of the ***billing review specialist(s)*** conducting the ***billing review*** on a claim.

Birth Center

A ***facility*** that meets professionally recognized standards and complies with all licensing and other legal requirements that apply.

Care Navigator

The person designated by ***claims delegate*** to interface with the ***covered person*** for providing Connex Services.

Certified IDR Entity

An entity responsible for conducting payment determinations, through the Federal independent dispute resolution process, that has been certified by the Secretaries of Labor, Health and Human Services and the Treasury.

Chiropractic Care

Services as provided by a licensed Chiropractor, M.D., or D.O. for manipulation or manual modalities in the treatment of the spinal column, neck, extremities or other joints, other than for a fracture or surgery.

Claims Delegate

Advanced Medical Pricing Solutions (“AMPS”)
35 Technology Parkway South,
Suite 100
Peachtree Corners, GA 30092
Phone: (800) 425-9373

Claims Processor

Refer to the *Facts About the Plan* section of this document.

Close Relative

The ***employee's*** spouse, children, brothers, sisters, or parents; or the children, brothers, sisters or parents of the ***employee's*** spouse.

CMS Cost Ratio

The ratio of ***facility*** costs to charged amounts as utilized by the Centers for Medicare & Medicaid Services (CMS) in determining ***facility*** (IPPS/OPPS) reimbursement or as reflected in a ***hospital's*** most recent available departmental cost ratio report to CMS and published as the “Medicare Cost Report” in the American Hospital Directory.

Coinsurance

The benefit percentage of ***covered expenses*** payable by the ***Plan*** for benefits that are provided under the ***Plan***. The ***coinsurance*** is applied to ***covered expenses*** after the deductible(s) have been met, if applicable.

Complications of Pregnancy

A disease, disorder or condition which is diagnosed as distinct from ***pregnancy***, but is adversely affected by or caused by ***pregnancy***. Some examples are:

1. Intra-abdominal surgery (but not elective Cesarean Section).
2. Ectopic *pregnancy*.
3. Toxemia with convulsions (Eclampsia).
4. Pernicious vomiting (hyperemesis gravidarum).
5. Nephrosis.
6. Cardiac Decompensation.
7. Missed Abortion.
8. Miscarriage.

These conditions are not included: false labor; occasional spotting; rest during *pregnancy* even if prescribed by a *physician*; morning sickness; or like conditions that are not medically termed as *complications of pregnancy*.

Concurrent Care

A request by a *covered person* (or their authorized representative) to the *Health Care Management Organization* prior to the expiration of a *covered person's* current course of treatment to extend such treatment OR a determination by the *Health Care Management Organization* to reduce or terminate an ongoing course of treatment.

Confinement

A continuous stay in a *hospital, treatment center, extended care facility, hospice, or birthing center* due to an *illness* or *injury* diagnosed by a *physician*.

Continuing Care Patient

A *covered person* who, with respect to a *preferred provider* is:

1. Undergoing a course of treatment for a *serious and complex condition* from the *preferred provider*;
2. Undergoing a course of institutional or *inpatient* care from the *preferred provider*;
3. Scheduled to undergo nonelective surgery from the *preferred provider*, including postoperative care;
4. Pregnant and undergoing a course of treatment for the pregnancy from the *preferred provider*; or
5. Determined to be terminally ill with a life expectancy of 6 months or less, and is receiving treatment for such *illness* from the *preferred provider*.

Contracted Rate

The total amount (including *cost sharing*) that plan sponsors of self-funded plans administered by *claims processor* are contractually agreed to pay a *preferred provider* for *covered expenses*.

Cosmetic Surgery

Surgery for the restoration, repair, or reconstruction of body structures directed toward altering appearance.

Cost

For purposes of the *permitted payment level*, *cost* means: (a) as to medical care provided by a *hospital* or *nonpreferred provider*, the costs determined from review and analysis of a *facility's* applicable *CMS cost ratios*; (b) as to medical and surgical supplies, implants and devices, the costs to the *hospital* or *nonpreferred provider* of such items, which may be

established by a **hospital** or **nonpreferred provider** invoice or a certified statement from a representative of the **hospital** or **nonpreferred provider** or, in the absence of a such an invoice or statement, through other sources of cost information or comparative data, such as comparable invoices, receipts, cost lists or other documentation or resources published or publicly available (free, for purchase or by subscription), or any combination thereof, that are deemed sufficient, in the opinion of the **claims delegate**; (c) as to pharmaceuticals provided by a **hospital**, acquisition cost determined by reference to the National Average Drug Acquisition Cost calculated by CMS, the Average Acquisition Cost (AAC) for the state in which the **facility** resides, the Predictive Acquisition Cost calculated by Glass Box Analytics, or other comparable and recognized data source.

Cost Sharing

The amount a **covered person** is responsible for paying for **covered expenses**. **Cost sharing** includes applicable **copays**, **coinsurance** and deductible. **Cost sharing** does not include balance billing by **nonpreferred providers**, or the cost of items or services that are not **covered expenses**.

Covered Expenses

Medically necessary services, supplies or treatments that are recommended or provided by a **physician, professional provider** or covered **facility** for the treatment of an **illness** or **injury** and that are not specifically excluded from coverage herein. **Covered expenses** shall include specified preventive care services.

Covered Person

A person who is eligible for coverage under the **Plan**, or becomes eligible at a later date, and for whom the coverage provided by the **Plan** is in effect.

Custodial Care

Care provided primarily for maintenance of the **covered person** or which is designed essentially to assist the **covered person** in meeting his activities of daily living and which is not primarily provided for its therapeutic value in the treatment of an **illness** or **injury**. **Custodial care** includes, but is not limited to: help in walking, bathing, dressing, feeding, preparation of special diets and supervision over self-administration of medications. Such services shall be considered **custodial care** without regard to the provider by whom or by which they are prescribed, recommended or performed.

Room and board and skilled nursing services are not, however, considered **custodial care** (1) if provided during **confinement** in an institution for which coverage is available under the **Plan**, and (2) if combined with other **medically necessary** therapeutic services, under accepted medical standards, which can reasonably be expected to substantially improve the **covered person's** medical condition.

Dentist

A Doctor of Dental Medicine (D.M.D.), a Doctor of Dental Surgery (D.D.S.), a Doctor of Medicine (M.D.), or a Doctor of Osteopathy (D.O.), other than a **close relative** of the **covered person**, who is practicing within the scope of his license.

Dependent

Refer to the *Eligibility, Enrollment and Effective Date, Dependent(s) Eligibility* section for what constitutes a **dependent**.

Direct Contract

A contract entered into between the **claims delegate** and a **hospital** or **nonpreferred provider** to offer medical care to **covered persons** at negotiated fees.

Directly Contracted Hospital or Nonpreferred Provider

Any *hospital* or *nonpreferred provider* that has contracted directly with the *claims delegate* to offer medical care to *covered persons* at pre-negotiated fees.

Durable Medical Equipment

Medical equipment which:

1. Can withstand repeated use;
2. Is primarily and customarily used to serve a medical purpose;
3. Is generally not used in the absence of an *illness* or *injury*;
4. Is appropriate for use in the home.

All provisions of this definition must be met before an item can be considered *durable medical equipment*. *Durable medical equipment* includes, but is not limited to: crutches, wheelchairs, *hospital* beds, etc.

Effective Date

The date of the *Plan* or the date on which the *covered person's* coverage commences, whichever occurs later.

Emergency Medical Condition

A medical condition, including a *mental and nervous disorder* or *substance use disorder*, manifesting itself by acute symptoms of sufficient severity (including severe pain) so that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

1. Placing the *covered person's* life (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, or
2. Causing serious impairment to bodily functions, or
3. Causing serious dysfunction of any bodily organ or part.

Emergency Services

1. With respect to an *emergency* medical condition, a medical screening examination that is within the capability of the emergency department of a *hospital*, or of an *independent freestanding emergency department*, including ancillary services routinely available to the emergency department to evaluate such *emergency medical condition*, and such further medical examination and treatment, to the extent they are within the capabilities of the staff and facilities available at a *hospital* or an *independent freestanding emergency department*, as are required to *stabilize* the patient; and
2. Additional items and services,
 - a. For which benefits are provided or covered under this *Plan*; and
 - b. That are furnished by a *nonpreferred provider* (regardless of the department of the *hospital* or *independent freestanding emergency department* in which such items or services are furnished) after the *covered person* is *stabilized* and as part of *outpatient* observation or an *inpatient* or *outpatient* stay with respect to the visit in which the services provided by the emergency department are furnished; however, such items and services shall not be included as *emergency services* if:
 - i. The attending *physician* or treating provider determines that the *covered person* is able to travel using nonmedical transportation or nonemergency medical transportation to an available *preferred provider* or *facility* located within a reasonable travel distance, taking into account the individual's medical condition;

- ii. Notice and Consent Criteria is satisfied, as specified in section, *Preferred Provider or Nonpreferred Provider*, under number 6. of subsection *Nonpreferred Provider*; and
- iii. The **covered person** (or an authorized representative) is in a condition to receive the notice and consent described in the Notice and Consent Criteria as determined by the attending emergency **physician** or treating provider using appropriate medical judgement, and to provide informed consent in accordance with applicable law.

Employee

A person directly involved in the regular business of and compensated for services, as reported on the individual's annual W-2 form, by the **employer**, who is regularly scheduled to work not less than the hours per work week as listed in the section titled *Eligibility, Enrollment and Effective Date, Employee Eligibility* on a **full-time** status basis.

Employer

The **employer** is Bellefontaine City Schools.

Essential Health Benefits

Those benefits identified by the U.S. Secretary of Health and Human Services, including benefits for **covered expenses** incurred for the following services:

1. Ambulatory patient services;
2. **Emergency services**;
3. Hospitalization;
4. Maternity and newborn care;
5. Mental health and substance use disorder services, including behavioral health treatment (**mental and nervous disorder** and **substance use disorder**);
6. Prescription drugs;
7. **Habilitative services, rehabilitative services and habilitative and rehabilitative devices**;
8. Laboratory services;
9. Preventive and wellness services and chronic disease management;
10. Pediatric services, including oral and vision care.

Experimental/Investigational

Services, supplies, drugs and treatment which do not constitute accepted medical practice properly within the range of appropriate medical practice under the standards of the case and by the standards of a reasonably substantial, qualified, responsible, relevant segment of the medical community or government oversight agencies at the time services were rendered.

The **claims processor, employer/plan administrator**, or their designee must make an independent evaluation of the **experimental/non-experimental** standings of specific technologies. The **claims processor, employer/plan administrator** or their designee shall be guided by a reasonable interpretation of **Plan** provisions and information provided by qualified independent vendors who have also reviewed the information provided. The decisions shall be made in good faith and rendered following a factual background investigation of the claim and the proposed treatment. The **claims processor, employer/plan administrator** or their designee will be guided by the following examples of **experimental** services and supplies:

1. If the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished; or
2. If the drug, device, medical treatment or procedure, was not reviewed and approved by the treating facility's institutional review board or other body serving a similar function, or if federal law requires such review or approval; or

3. If “reliable evidence” shows that the drug, device, medical treatment or procedure is the subject of on-going Phase I or Phase II clinical trials, is in the research, *experimental*, study or *investigational* arm of on-going Phase III clinical trials, or is otherwise under study to determine its maximum tolerated dose, its toxicity, its safety, or its efficacy as compared with a standard means of treatment or diagnosis; or
4. If “reliable evidence” shows that prevailing opinion among experts regarding the drug, device, medical treatment or procedure is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, or its efficacy as compared with standard means of treatment or diagnosis.

“Reliable evidence” shall mean only published reports and articles in the authoritative medical and scientific literature; the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device, medical treatment or procedure; or the written informed consent used by the treating facility or by another facility studying substantially the same drug, device, medical treatment or procedure.

Extended Care Facility

An institution, or distinct part thereof, operated pursuant to law and one which meets all of the following conditions:

1. It is licensed to provide, and is engaged in providing, on an *inpatient* basis, for persons convalescing from *illness* or *injury*, professional nursing services, and physical restoration services to assist *covered persons* to reach a degree of body functioning to permit self-care in essential daily living activities. Such services must be rendered by a Registered Nurse or by a Licensed Practical Nurse under the direction of a Registered Nurse.
2. Its services are provided for compensation from its *covered persons* and under the full-time supervision of a *physician* or Registered Nurse.
3. It provides twenty-four (24) hour-a-day nursing services.
4. It maintains a complete medical record on each *covered person*.
5. It is not, other than incidentally, a place for rest, a place for the aged or a place for custodial or educational care.
6. It is approved and licensed by *Medicare*.

This term shall also apply to expenses *incurred* in an institution referring to itself as a skilled nursing facility, convalescent nursing facility, or any such other similar designation.

Facility

A healthcare institution which meets all applicable state or local licensure requirements. For the purposes of the *Claim Review and Validation Program*, *facility* includes, but is not limited to, *hospital*, emergency, rehabilitation and skilled nursing centers, *ambulatory surgical facility*, laboratories, X-ray, MRI or other CT facilities, and any other health care *facility*.

Final Internal Adverse Benefit Determination

An *adverse benefit determination* that has been upheld by this *Plan* at the conclusion of the internal claim and appeal process, or an *adverse benefit determination* with respect to which the internal claim and appeal process has been deemed exhausted.

Final Post-Service Claim Appeal

A post-service appeal, which constitutes the last internal level of appeal available to the *covered person*, to be filed with the *plan administrator* (or its designee). A *final post-service claim appeal* shall only apply to medical claims. Upon and the conclusion of this level of appeal, this *Plan’s* internal appeal process is deemed to be exhausted.

Foster Child

A child who is placed with the **employee** by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

Full-time

Employees who are regularly scheduled to work not less than the hours per work week as listed in the section titled *Eligibility, Enrollment and Effective Date, Employee Eligibility*.

Generic Drug

A prescription drug that is generally equivalent to a higher-priced brand name drug with the same use and metabolic disintegration. The drug must meet all Federal Drug Administration (FDA) bioavailability standards and be dispensed according to the professional standards of a licensed pharmacist or **physician** and must be clearly designated by the pharmacist or **physician** as generic.

Habilitative and Rehabilitative Devices

Medically necessary devices that are designed to assist a **covered person** in acquiring, improving, or maintaining, partially or fully, skills and functioning for daily living. Such devices include, but are not limited to, **durable medical equipment**, orthotics, prosthetics, and low vision aids.

Habilitative Services

Medically necessary health care services that help a **covered person** keep, learn or improve skills and functioning for daily living. Examples of **habilitative services** include therapy for a **dependent** child who is not walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology and other **medically necessary** services for people with disabilities in a variety of inpatient and/or outpatient settings. **Habilitative services** that are not **medically necessary**, for example when therapy has reached an end point and goals have been reached, will not be a **covered expense**.

Health Care Management

A process of evaluating if services, supplies or treatment are **medically necessary** and appropriate to help ensure cost-effective care.

Health Care Management Organization

The individual or organization designated by the **employer** for the process of evaluating whether the service, supply, or treatment is **medically necessary**. The **Health Care Management Organization** for pre-service claims is Trustmark Health Benefits, Inc. The **Health Care Management Organization** for case management is Trustmark Health Benefits, Inc.

Home Health Aide Services

Services which may be provided by a person, other than a Registered Nurse, which are **medically necessary** for the proper care and treatment of a person.

Home Health Care

Includes the following services: private duty nursing, skilled nursing visits, **hospice** and IV Infusion therapy for the purposes of pre-service claims only.

Home Health Care Agency

An agency or organization which meets fully every one of the following requirements:

1. It is primarily engaged in and duly licensed, if licensing is required, by the appropriate licensing authority, to provide skilled nursing and other therapeutic services.
2. It has a policy established by a professional group associated with the agency or organization to govern the services provided. This professional group must include at least one *physician* and at least one Registered Nurse. It must provide for full-time supervision of such services by a *physician* or Registered Nurse.
3. It maintains a complete medical record on each *covered person*.
4. It has a full-time administrator.
5. It qualifies as a reimbursable service under *Medicare*.

Hospice

An agency that provides counseling and medical services and may provide *room and board* to a terminally ill *covered person* and which meets all of the following tests:

1. It has obtained any required state or governmental Certificate of Need approval.
2. It provides service twenty-four (24) hours-per-day, seven (7) days a week.
3. It is under the direct supervision of a *physician*.
4. It has a Nurse coordinator who is a Registered Nurse.
5. It has a social service coordinator who is licensed.
6. It is an agency that has as its primary purpose the provision of *hospice* services.
7. It has a full-time administrator.
8. It maintains written records of services provided to the *covered person*.
9. It is licensed, if licensing is required.

Hospital

An institution which meets the following conditions:

1. It is licensed and operated in accordance with the laws of the jurisdiction in which it is located which pertain to *hospitals*.
2. It is engaged primarily in providing medical care and treatment to *ill* and *injured* persons on an *inpatient* basis at the *covered person's* expense.
3. It maintains on its premises all the facilities necessary to provide for the diagnosis and medical and surgical treatment of an *illness* or *injury*; and such treatment is provided by or under the supervision of a *physician* with continuous twenty-four (24) hour nursing services by or under the supervision of Registered Nurses.
4. It qualifies as a *hospital* and is accredited by the Joint Commission on the Accreditation of Healthcare Organizations. This condition may be waived in the case of treatment for an *emergency medical condition* in a *hospital* outside of the United States.
5. It must be approved by *Medicare*. This condition may be waived in the case of treatment for an *emergency medical condition* in a *hospital* outside of the United States.

Under no circumstances will a *hospital* be, other than incidentally, a place for rest, a place for the aged, or a nursing home.

Hospital shall include a facility designed exclusively for physical *rehabilitative services* where the *covered person* received treatment as a result of an *illness* or *injury*.

The term *hospital*, when used in conjunction with *inpatient confinement* for *mental and nervous disorders* or *substance use disorder*, will be deemed to include an institution which is licensed as a mental *hospital* or *substance use disorder* rehabilitation and/or detoxification *facility* by the regulatory authority having responsibility for such licensing under the laws of the jurisdiction in which it is located.

Illness

A bodily disorder, disease, physical sickness, or *pregnancy* of a *covered person*.

Improper Balance(s)

Charges on claims for medical treatment, services and goods in amounts that exceed *permitted payment levels*, including such amounts not considered appropriately billable to or the responsibility of the *covered person* under the terms of the *Plan*, such as charges billed in error, duplicate charges, impermissible charges, or unreasonably excessive charges.

Incurred or Incurred Date

With respect to a *covered expense*, the date the services, supplies or treatment are provided.

Independent Freestanding Emergency Department

A health care *facility* that is geographically separate and distinct and licensed separately from a *hospital* under applicable State law and provides *emergency services*.

Injury

A physical harm or disability which is the result of a specific incident caused by external means. The physical harm or disability must have occurred at an identifiable time and place. *Injury* does not include *illness* or infection of a cut or wound.

Inpatient

A *confinement* of a *covered person* in a *hospital*, *hospice*, or *extended care facility* as a registered bed patient, for twenty-three (23) or more consecutive hours and for whom charges are made for *room and board*.

Intensive Care

A service which is reserved for critically and seriously ill *covered persons* requiring constant audio-visual surveillance which is prescribed by the attending *physician*.

Intensive Care Unit

A separate, clearly designated service area which is maintained within a *hospital* solely for the provision of *intensive care*. It must meet the following conditions:

1. Facilities for special nursing care not available in regular rooms and wards of the *hospital*;
2. Special life saving equipment which is immediately available at all times;
3. At least two beds for the accommodation of the critically ill; and
4. At least one Registered Nurse in continuous and constant attendance twenty-four (24) hours-per-day.

This term does not include care in a surgical recovery room, but does include cardiac care unit or any such other similar designation.

Intensive Outpatient Treatment

An ***outpatient substance use disorder*** program that operates a minimum of (3) three hours per day at least (3) three days per week, which includes an individualized treatment plan consisting of assessment, counseling, crisis intervention, and activity therapies or education.

Late Enrollee

A ***covered person*** who did not enroll in the ***Plan*** when first eligible or as the result of a special enrollment period.

Layoff

A period of time during which the ***employee***, at the ***employer's*** request, does not work for the ***employer***, but which is of a stated or limited duration and after which time the ***employee*** is expected to return to ***full-time***, active work. ***Layoffs*** will otherwise be in accordance with the ***employer's*** standard personnel practices and policies.

Leave of Absence

A period of time during which the ***employee*** does not work, but which is of a stated duration after which time the ***employee*** is expected to return to active work.

Maximum Allowable Charge

The greatest benefit payable for a specific coverage item or benefit under the ***Plan***, the amount of which may be the lesser of: (a) the ***permitted payment level*** amount or allowable charge otherwise specified under the terms of the ***Plan***; (b) the negotiated fee for medical care provided by a ***directly contracted hospital or nonpreferred provider*** established in a contractual arrangement with a ***directly contracted hospital or nonpreferred provider***; (c) the actual billed charges for the ***covered expense***; or (d) the ***usual, customary and reasonable*** charge determined in accordance with the terms of the ***Plan***. The ***maximum allowable charge*** will not include any identifiable ***improper balance*** and may be determined by the ***claims delegate*** or the ***plan administrator***, as appropriate, according to the results of any ***billing review*** and ***medical record review***. The ***Plan*** will reimburse according to the actual charge billed if it is less than the ***usual, customary and reasonable*** amount. The ***plan administrator***, ***claims processor*** and/or ***claims delegate*** has the discretionary authority to decide if a charge exceeds ***usual, customary and reasonable*** fees and is ***medically necessary***.

Maximum Benefit [for Essential Health Benefits/non-Essential Health Benefits]

Any one of the following, or any combination of the following ***Essential Health Benefits/non-Essential Health Benefits***:

1. The maximum amount paid by the ***Plan*** for any one ***covered person*** during the entire time he is covered by the ***Plan***.
2. The maximum amount paid by the ***Plan*** for any one ***covered person*** for a particular ***covered expense***. The maximum amount can be for:
 - a. The entire time the ***covered person*** is covered under the ***Plan***, or
 - b. A specified period of time, such as a calendar year.
3. The maximum number as outlined in the ***Plan*** as a ***covered expense***. The maximum number relates to the number of:
 - a. Treatments during a specified period of time, or
 - b. Days of ***confinement***, or
 - c. Visits by a ***home health care agency***.

The ***maximum benefit*** for ***Essential Health Benefits*** and non-***Essential Health Benefits*** is tracked separately.

Measurement Period

The period of time, as determined by the ***employer*** and consistent with Federal law, regulation and guidance, utilized by the ***employer*** to determine whether a ***variable hour employee*** worked on average thirty (30) hours per week for the ***employer***.

Median Contracted Rate

The rate calculated by arranging in order from least to greatest all of the ***contracted rates*** in a geographic area for the same or similar item or service that is provided by a provider or ***facility*** in the same or similar specialty or ***facility*** type, and selecting the middle number. If there are an even number of ***contracted rates***, the ***median contracted rate*** is the average of the middle two ***contracted rates***. ***Median contracted rates*** are:

- a. calculated separately for CPT code modifiers 26 (professional component) and TC (technical component);
- b. based on an ***anesthesia conversion factor*** for each anesthesia service code;
- c. based on air mileage service codes (A0435 and A0436) for air ambulance services; and
- d. calculated separately for each service code-modifier, when ***contracted rates*** vary based on application of a modifier.

Medical Record Review

The review and audit of medical records to determine if a different treatment or different quantity of a drug or supply was provided which is not supported in the billing or that treatment, drugs or other medical care or supplies, or fees therefore, were provided that were not clinically appropriate, were not necessary or were only necessary for the care and treatment of ***illness*** or ***injury*** that was caused by the treating ***hospital*** or ***nonpreferred provider***. The ***plan administrator*** and/or ***claims delegate*** has the discretion to determine the ***maximum allowable charge*** according to the results of the ***medical record review*** or audit.

Medical Review Specialist

Any organization(s) or individual(s) engaged by the ***claims delegate*** or the ***plan administrator*** to undertake or assist with ***medical record review***. The ***claims delegate*** or the ***plan administrator***, upon request, will furnish the name, address, and phone number of the ***medical review specialist(s)*** that handled the ***medical record review*** in connection with a claim.

Medically Necessary (or Medical Necessity)

Service, supply or treatment which is determined by the ***claims processor, employer/plan administrator*** (or its designee) to be:

1. Appropriate and consistent with the symptoms and provided for the diagnosis or treatment of the ***covered person's illness*** or ***injury*** and which could not have been omitted without adversely affecting the ***covered person's*** condition or the quality of the care rendered; and
2. Supplied or performed in accordance with current standards of medical practice within the United States; and
3. Not primarily for the convenience of the ***covered person*** or the ***covered person's*** family or ***professional provider***; and
4. Is an appropriate supply or level of service that safely can be provided; and
5. Is recommended or approved by the attending ***professional provider***.

The fact that a ***professional provider*** may prescribe, order, recommend, perform or approve a service, supply or treatment does not, in and of itself, make the service, supply or treatment ***medically necessary*** and the ***claims processor***,

employer/plan administrator (or its designee), may request and rely upon the opinion of a **physician** or **physicians**. The determination of the **claims processor, employer/plan administrator** (or its designee) shall be final and binding.

Medicare

The programs established by Title XVIII known as the Health Insurance for the Aged Act, which includes: Part A, Hospital Benefits For The Aged; Part B, Supplementary Medical Insurance Benefits For The Aged; Part C, Miscellaneous provisions regarding both programs; and Part D, Medicare Prescription Drug Benefit, including any subsequent changes or additions to those programs.

Medicare Allowable Amount

The amount that would be paid by Medicare as reimbursement for a **covered expense**.

Mental and Nervous Disorder

An emotional or mental condition characterized by abnormal functioning of the mind or emotions. Diagnosis and classifications of these conditions will be determined based on standard DSM (diagnostic and statistical manual of mental disorders) or the current edition of International Classification of Diseases, published by the U.S. Department of Health and Human Services.

Misidentification

It is determined under the **Plan**, based upon a **billing review** and/or **medical record review** of claims or otherwise, that any medical care shown on a bill is not supported in the billing and medical records, and that some different medical care was actually provided.

Negotiated Rate

The rate the **preferred providers** have contracted to accept as payment in full for **covered expenses** of the **Plan**.

Nonparticipating Pharmacy

Any pharmacy, including a **hospital** pharmacy, **physician** or other organization, licensed to dispense prescription drugs which does not fall within the definition of a **participating pharmacy**.

Nonpreferred Provider (Nonpreferred)

A **professional provider** who does not have an agreement in effect with the **Preferred Provider Organization** at the time services are rendered.

Nurse

A licensed person holding the degree Registered Nurse (R.N.), Licensed Practical Nurse (L.P.N.), Licensed Vocational Nurse (L.V.N.) or Doctorate of Nursing Practice (D.N.P.) who is practicing within the scope of their license.

OPPS Reimbursement

The amount that would be paid for the referenced medical care in accordance with the Hospital Outpatient Prospective Payment System used by the Centers for Medicare & Medicaid Services.

Out-of-Network Rate

The final payment amount under this **Plan** for **covered expenses** from a **nonpreferred provider** is:

1. Subject to number 3. below, in a State that has in effect an applicable specified State law, the amount determined in accordance with such law.

2. Subject to number 3. below, if no applicable specified State law:
 - a. Subject to number 2.b. below, the agreed amount if the *nonpreferred provider* and this *Plan* agree on an amount of payment (including if the amount agreed upon is the initial amount paid by this *Plan* or is agreed through negotiations); or
 - b. The amount determined by the *certified IDR entity*.
3. In a State that has an all-payer model agreement that applies to this *Plan*, the provider, and the item or service, the amount that the State approves under the all-payer model agreement for that item or service.

Outpatient

A *covered person* shall be considered to be an *outpatient* if he is treated at:

1. A *hospital* as other than an *inpatient*;
2. A *physician's* office, laboratory or x-ray *facility*; or
3. An *ambulatory surgical facility*; and

The stay is less than twenty-three (23) consecutive hours.

Partial Confinement

A period of at least six (6) hours but less than twenty-four (24) hours per day of active treatment up to five (5) days per week in a *facility* licensed or certified by the state in which treatment is received to provide one or more of the following:

1. Psychiatric services.
2. Treatment of *mental and nervous disorders*.
3. *Substance use disorder* treatment.

It may include day, early evening, evening, night care, or a combination of these four.

Participating Pharmacy

Any pharmacy licensed to dispense prescription drugs which is contracted with the *pharmacy benefit manager*.

Part-time

Employees who are regularly scheduled to work less than the hours per work week as listed in the section titled *Eligibility, Enrollment and Effective Date, Employee Eligibility*.

Permitted Payment Level

Covered expenses which are *medically necessary* for the care and treatment of *illness* or *injury*, but only to the extent that the fees charged therefore are within all applicable limitations and restrictions established in this *Plan* including, but not limited to, the following:

- (a) *Hospitals*. For charges by *hospitals* other than independent *facilities* and *ambulatory surgical facilities*:
 - (i) *Inpatient* Services. The *permitted payment level* for *covered expenses* shall be calculated at the average of 150% of the *Medicare allowable amount* for the *covered expense* and 135% of the *cost* of the *covered expense*; provided, however, that any such *permitted payment level* based on the *cost* of the *covered expense* shall be limited to an amount not to exceed 175% of the *Medicare allowable amount* or the amount of *usual, customary and reasonable* fees for the *covered expense*.

- (ii) **Outpatient Services.** The *permitted payment level* for *outpatient covered expenses* shall be calculated at the average of 150% of the *Medicare allowable amount* for the *covered expense* and 135% of the *cost* of the *covered expense*; provided, however, that any such *permitted payment level* based on the *cost* of the *covered expense* shall be limited to an amount not to exceed 175% of the *Medicare allowable amount* or the amount of *usual, customary and reasonable* fees for the *covered expense*.
- (b) **Ambulatory Surgical Facilities & Independent Facilities.** For charges by *ambulatory surgical facilities* and independent *facilities*:
 - (i) The *permitted payment level* for *covered expenses* provided by *ambulatory surgical facilities* and other independent *facilities*, shall be calculated at the average of 150% of the *Medicare allowable amount* for *covered expenses* and 135% of the *cost* of the *covered expense*; provided, however, that any such *permitted payment level* based on the *cost* of the *covered expense* shall be limited to an amount not to exceed 175% of the *Medicare allowable amount* or the amount of *usual, customary and reasonable* fees for the *covered expense*.
- (c) **Other Medical & Surgical Services.** The *permitted payment level* for any general medical and/or surgical *covered expense* not addressed under the two immediately preceding subsections or subsection (e) below may be established or calculated taking into consideration and/or based upon the average of: (i) allowable reimbursement amounts for such *covered expense* according to the *OPPS reimbursement* or other Medicare fee payment methodology plus an additional 50%; (ii) the *costs* for such *covered expenses* plus an additional 35%; or (iii) the *usual, customary and reasonable* fees as reflected in, or determined by reference to or through the use of any other industry-standard resources or widely recognized data sources, including any resources listed above or any other fee and/or cost information, sources, lists or comparative data published or publicly available (free, for purchase or by subscription), or any combination of such resources that are sufficient, in the opinion of the *claims delegate*, to determine a *usual, customary and reasonable* fee for such *covered expense*.
- (d) **Facilities. Lacking Requisite Benchmarks & Specified Services.** In the event that for technical reasons *permitted payment levels* for *covered expenses* cannot be determined in accordance with the guidelines set forth above in the three immediately preceding subsections, and for other *covered expenses* specified below, the *permitted payment levels* may be determined as follows:
 - (i) **Pharmaceuticals.** The *permitted payment level* for pharmacy charges from any *hospital* or independent *facility* may be calculated based on pharmaceutical *costs*, as follows:
 - a. 150% of *cost* for pharmaceuticals other than *high dollar drugs*, but not to exceed the *usual, customary and reasonable* fees for such pharmaceuticals; or
 - b. 120% of *cost* for *high dollar drugs*; but not to exceed the *usual, customary and reasonable* fees for such pharmaceuticals.
 - (ii) **Supplies, Implants & Devices.** The *permitted payment level* for charges for medical and surgical supplies, implants and devices may be based upon 120% of the *cost* to the *hospital* or independent *facility* providing such items.
- (e) **Professional Claims.** The *permitted payment levels* for professional claims services shall be determined based upon Exhibit 1 at the end of this *Plan* document.
- (f) **Dialysis Services and Infusion Therapy.** The *permitted payment level* for dialysis services and infusion therapy visits (which shall include dialysis, facility services, supplies and medications provided during treatment) shall be determined by review of the *Medicare allowable amount* for the billing *hospital* or *physician* in light of clinical considerations pertinent to the patient being treated.

- (g) Medical Care Provided Under **Direct Contract**. The **permitted payment levels** for medical care provided by **directly contracted hospitals or nonpreferred providers** will be the rates or fees established under the applicable contract; provided, however, that the amounts of such rates and fees shall be presumed to be **usual, customary and reasonable** only to the extent that they do not include otherwise **improper balances**, which charges shall be outside of the **permitted payment levels**.

In the event that the **permitted payment level** exceeds the actual charge billed for the treatment, service or supply in question, the **Plan** will reimburse based on the actual billed charge. The **permitted payment level** for medical care will not include charges related to **unbundling, billing errors, unclear description or misidentification**.

Pharmacy Benefit Manager

The **pharmacy benefit manager** is TrueRx.

Physical Status Modifier

The standard modifier describing the physical status of the patient used to distinguish between various levels of complexity of an anesthesia service provided expressed as a unit with a value between zero (0) and three (3).

Physician

A Doctor of Medicine (M.D.) or a Doctor of Osteopathy (D.O.), other than a **close relative** of the **covered person** who is practicing within the scope of his license.

Placed For Adoption

The date the **employee** assumes legal obligation for the total or partial financial support of a child during the adoption process.

Plan

"**Plan**" refers to the benefits and provisions for payment of same as described herein. The **Plan** is the Bellefontaine City Schools Employee Health Care Plan.

Plan Administrator

The **plan administrator** is responsible for the day-to-day functions and management of the **Plan**. The **plan administrator** is the **employer**.

Plan Sponsor

The **plan sponsor** is Bellefontaine City Schools.

Preferred Provider (Preferred)

A **professional provider** who has an agreement in effect with the **Preferred Provider Organization** at the time services are rendered. **Preferred providers** agree to accept the **negotiated rate** as payment in full.

Preferred Provider Organization

The organization, designated by the **plan administrator**, which selects and contracts with certain **professional providers** to provide services, supplies and treatment to **covered persons** at a **negotiated rate**. The **Preferred Provider Organization's** name and/or logo is shown on the front of the **covered person's** ID card.

Pregnancy

The physical state which results in childbirth or miscarriage.

Primary Care Physician (PCP)

A licensed Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.) who is a general or family practitioner, pediatrician, gynecologist/obstetrician or general internist.

Prior Plan

Any plan of group accident and health benefits provided by the **employer** (or its predecessor) for an employee group which has been replaced by coverage under this **Plan**.

Privacy Rule

Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulation concerning privacy of individually identifiable health information, as published in 65 Fed. Reg. 82461 (Dec. 28, 2000) and as modified and published in 67 Fed. Reg. 53181 (Aug. 14, 2002).

Professional Provider

A licensed **physician**; surgeon; or any other licensed practitioner required to be recognized by state law, if applicable, and performing services within the scope of such license, who is not a family member.

Qualified Prescriber

A **physician, dentist** or other health care practitioner who may, in the legal scope of their license, prescribe drugs or medicines.

Qualifying Payment Amount

- a. For items or services furnished during 2022, the **median contracted rate** on January 31, 2019;
- b. For items or services furnished after 2022, the **median contracted rate** in the immediately preceding year;
- c. For items or services for which there is insufficient information to calculate the **median contracted rate**, the **qualifying payment amount** will be calculated by identifying the rate that is equal to the median of the **negotiated rates** for the same or similar item or service provided in the geographic region in the year immediately preceding the year in which the item or service is furnished determined through the use of any eligible database;

The amount in a., b., or c. above is increased for inflation in accordance with the CPI-U published by the Bureau of Labor Statistics of the Department of Labor.

- d. For items or services furnished during 2022 and billed under a new service code where there is insufficient information to calculate the **median contracted rates**, a reasonably related service code that existed in the immediately preceding year will be identified.
 - i. If the Centers for Medicare & Medicaid Services has established a **Medicare** payment rate for the item or service billed under the new service code, the **qualifying payment amount** will be calculated by first calculating the ratio of the rate that **Medicare** pays for the new service code compared to the rate that **Medicare** pays for the related service code. This ratio is then multiplied by the **qualifying payment amount** for the related service code for the year in which the item or service is furnished.
 - ii. If the Centers for Medicare & Medicaid Services has not established a **Medicare** payment rate for the item or service billed under the new service code, the **qualifying payment amount** will be calculated by first calculating the ratio of the rate that this **Plan** reimburses for the new service code compared to the rate this **Plan** reimburses for the related service code. This ratio is then multiplied by the **qualifying payment amount** for the related service code.
- e. For items or services furnished after 2022 and billed under a new service code, the **qualifying payment amount** described in letter d. above will be increased for inflation in accordance with the percentage increase in the

CPI-U published by federal regulators.

- f. For anesthesia services furnished during 2022, the **median contracted rate** for the **anesthesia conversion factor** on January 31, 2019 increased for inflation in accordance with the increase in the CPI-U published by federal regulators (referred to as the indexed **median contracted rate** for the **anesthesia conversion factor**), multiplied by the sum of the **base unit**, time unit (measured in 15-minute increments or a fraction thereof), and **physical status modifier** unit. For anesthesia services furnished during 2023 or later, the indexed **median contracted rate** for the **anesthesia conversion factor** will be based on the same or similar item or service in the immediately preceding year.
- g. For air ambulance services billed using air mileage service codes (A0435 and A0436), the **median contracted rate** increased for inflation in accordance with the increase in the CPI-U published by federal regulators (referred to as the indexed median **air mileage rate**), multiplied by the number of loaded miles (the number of miles a patient is transported in the air ambulance vehicle). The **qualifying payment amount** for other service codes associated with air ambulance services is calculated consistent with a. through e above.
- h. For any other items or services where payment is determined by multiplying a **contracted rate** by another unit value, the **qualifying payment amount** for such items or services will be based on a calculation methodology similar to f. and g. above.

Recognized Amount

With respect to **covered expenses** furnished by a **nonpreferred provider**:

- a. Subject to letter c. of this definition, in a State that has in effect an applicable specified State law, the amount determined in accordance with such law;
- b. Subject to letter c. of this definition, in a State that does not have in effect an applicable specified State law, the lesser of:
 - i. The provider's actual charge; or
 - ii. The **qualifying payment amount**;
- c. In a State that has an all-payer model agreement that applies to this **Plan**, the provider, and the item or service, the amount that the State approves under the all-payer model agreement for that item or service.

Reconstructive Surgery

Surgical repair of abnormal structures of the body, caused by congenital defects, developmental abnormalities, trauma, infection, tumors or disease.

Rehabilitative Services

Medically necessary health care services that help a **covered person** get back, keep, or improve skills for daily living that have been lost or impaired after sickness, **injury**, or disability. These services assist individuals in improving or maintaining, partially or fully, skills and functioning for daily living. **Rehabilitative services** include, but are not limited to, physical therapy, occupational therapy, speech-language pathology and audiology, and psychiatric rehabilitation.

Relevant Information

Relevant information, when used in connection with a claim for benefits or a claim appeal, means any document, record or other information:

- 1. Relied on in making the benefit determination; or
- 2. That was submitted, considered or generated in the course of making a benefit determination, whether or not relied upon; or

3. That demonstrates compliance with the duties to make benefit decisions in accordance with *Plan* documents and to make consistent decisions; or
4. That constitutes a statement of policy or guidance for the *Plan* concerning the denied treatment or benefit for the *covered person's* diagnosis, even if not relied upon.

Required By Law

The same meaning as the term “required by law” as defined in 45 CFR 164.501, to the extent not preempted by ERISA or other Federal law.

Retail Clinic

A clinic whose primary function is to provide limited routine medical services in a retail-based store location staffed with licensed *professional providers*.

Room and Board

Room and linen service, dietary service, including meals, special diets and nourishments, and general nursing service. *Room and board* does not include personal items.

Semiprivate

The daily *room and board* charge which a *facility* applies to the greatest number of beds in its *semiprivate* rooms containing two (2) or more beds.

Serious and Complex Condition

In the case of an acute *illness*, a condition that is serious enough to require specialized medical treatment to avoid the reasonable possibility of death or permanent harm. In the case of a chronic *illness* or condition, a condition that:

1. Is life-threatening, degenerative, potentially disabling, or congenital; and
2. Requires specialized medical care over a prolonged period of time.

Stability Period

The period of time as determined by the *employer* and consistent with Federal law, regulation and guidance, after the *measurement period* has been completed.

Stabilize

To provide medical treatment of an *emergency medical condition* as necessary, to assure within reasonable medical probability, that no material deterioration of the condition is likely to result from or occur during the transfer of the *covered person* from a *facility*, including delivery with respect to a pregnant woman who is having contractions.

Substance Use Disorder

Any disease or condition that is classified as a *substance use disorder* in the current edition of the International Classification of Diseases, in effect at the time services are rendered. The fact that a disorder is listed in the International Classification of Diseases or any other publication does not mean that treatment of the disorder is covered by this *Plan*.

Telemedicine Services

Telephone or web-based video consultations and health information provided by a state licensed *physician*.

Total Disability or Totally Disabled

The ***employee*** is prevented from engaging in his or her regular, customary occupation due to ***illness*** or ***accident***, and is performing no work of any kind for compensation or profit; or a ***dependent*** is prevented from engaging in all of the normal activities of a person of like age and sex who is in good health due to ***illness*** or ***accident***.

Treatment Center

1. An institution which does not qualify as a ***hospital***, but which does provide a program of effective medical and therapeutic treatment for ***substance use disorder***, and
2. Where coverage of such treatment is mandated by law, has been licensed and approved by the regulatory authority having responsibility for such licensing and approval under the law, or
3. Where coverage of such treatment is not mandated by law, meets all of the following requirements:
 - a. It is established and operated in accordance with the applicable laws of the jurisdiction in which it is located.
 - b. It provides a program of treatment approved by the ***physician***.
 - c. It has or maintains a written, specific, and detailed regimen requiring full-time residence and full-time participation by the ***covered person***.
 - d. It provides at least the following basic services:
 - (i) ***Room and board***
 - (ii) Evaluation and diagnosis
 - (iii) Counseling
 - (iv) Referral and orientation to specialized community resources.

Unbundling

Charges for any items billed separately that are customarily included in a global billing procedure code in accordance with the American Medical Association's CPT® (Current Procedural Terminology) and/or the Healthcare Common Procedure Coding System (HCPCS) codes used by CMS.

Unclear Description

With respect to any amounts included in any claim, a description from which the ***claims delegate*** cannot clearly identify or understand the medical care being billed.

Urgent Care

An ***emergency medical condition*** or an onset of severe pain that cannot be managed without immediate treatment.

Urgent Care Center

A ***facility*** which is engaged primarily in providing minor emergency and episodic medical care and which has:

1. a board-certified ***physician***, a Registered Nurse (RN) and a registered x-ray technician in attendance at all times;
2. has x-ray and laboratory equipment and life support systems.

An ***urgent care center*** may include a clinic located at, operated in conjunction with, or which is part of a regular ***hospital***.

Usual, Customary and Reasonable

Eligible, ***covered expenses*** identified by ***claims delegate*** or the ***plan administrator*** to be ***usual, customary and reasonable*** for the service or supply in question, taking into consideration (1) the fee(s) which the ***hospital*** or ***nonpreferred provider*** most frequently charges and/or accepts as payment for the service or supply from the majority of its patients, (2) the cost to the ***hospital*** or ***nonpreferred provider*** for providing the medical care, (3) the prevailing range of fees charged and/or accepted for the service or supply by ***hospital*** or ***nonpreferred provider*** of similar training and experience in the same geographic locale or area, and (4) the Medicare reimbursement rates for the service or supply. The term(s) “same geographic locale” and/or “area” mean a metropolitan area, county, or such greater area as is necessary to obtain a representative cross-section of persons or organizations rendering such treatment, medical care, or supplies for which a specific charge is made or for which a reimbursement is accepted. To be ***usual, customary and reasonable***, fee(s) must be in compliance with generally accepted billing practices for ***unbundling*** or multiple procedures. Medical care covered by the ***Plan***, supplies, care and/or treatment and charge(s) therefor are not considered to be ***usual, customary and reasonable***, and as such are not eligible for payment (exceed the ***maximum allowable charge***), when they result directly or indirectly from errors in medical care that are clearly identifiable, preventable, and negative in their consequences for patients and/or ***hospital***-acquired conditions deemed “reasonably preventable” in accordance with evidence-based guidelines such as, but not limited to, CMS guidelines. By way of clarification, and without limitation, charges are not considered ***usual, customary and reasonable*** if they are care, supplies, treatment, and/or medical care required or intended to treat ***injuries*** sustained or ***illnesses*** contracted while the ***covered person*** was under and due to the care of a ***hospital*** or ***nonpreferred provider***, including infections and complications, when such ***injury, illness***, infection or complication would not reasonably be expected to occur under the circumstances of a course of treatment and can be attributed to an error by the ***hospital*** or ***nonpreferred provider***, in the opinion of the ***claims processor*** or ***claims delegate***, in light of the medical records of the treatment. A finding of ***hospital*** or ***nonpreferred provider*** negligence and/or malpractice is not required for service(s) and/or fee(s) to be considered not ***usual, customary and reasonable***.

Variable Hour Employee

An ***employee*** as defined by Federal law, regulation and guidance.

EXHIBIT 1

Global Category	Subcategory	Code Category	Codes	% of <i>Medicare Allowable Amount</i>
DME	General	DME	A4450-A4640, A6000-A7527	100%
DME	Enteral Nutrition	Enteral Nutrition	B Codes	100%
DME	Orthotics	DME - Orthotics	A5500-A5513, A8000-A8004	100%
DME	Ostomy	DME - Ostomy	A4361-A4435, A5051-A5200	100%
DME	Supplies	Supplies	A4206-A4360, A4641-A4932, A9900-A9999	100%
Laboratory	Clinical	Laboratory - Clinical	80047-87999, 99001, ATP02-ATP23	100%
Laboratory	Office	Laboratory - Office	80047-87999 with QW Modifier or 99000	100%
Laboratory	Pathology	Laboratory - Pathology	88000-89399	100%
Immunizations & Injections		Immunizations & Injections	See Immunization & Injection Chart below	105%
Immunizations & Injections	Saline/Dextrose Solutions	Injectables - Saline/Dextrose Solutions		105%
Drugs & Biologicals		Drugs & Biologicals	ASP, NOC file listing, A9150-A9700	105%
Drugs & Biologicals	Chemotherapy	Drugs & Biologicals Chemotherapy	ASP, NOC file listing	105%
Anesthesia		Anesthesia	ASA Codes: 00100-01999; CPT Codes: 99100, 99116, 99135, 99140	135%
Medicine		Medicine	90785-91299, 95250-96399, 96550-96999, 97800-97899, 98950-99183 99500-99602	125%
Medicine	Allergy & Clinical Immunology	Medicine - Allergy & Clinical Immunology	95000-95249	125%
Medicine	Chemotherapy	Medicine - Chemotherapy	96400-96549	140%
Medicine	Chiropractic	Medicine - Chiropractic	98925-98949	125%
Medicine	Cardiovascular	Medicine - Cardiovascular	92920-93999	140%
Medicine	ENT	Medicine - ENT	92502-92700	140%

Global Category	Subcategory	Code Category	Codes	% of <i>Medicare Allowable Amount</i>
Medicine	Immunization Administration	Medicine - Immunization Administration		125%
Medicine	Ophthalmology	Medicine - Ophthalmology	92000-92499	125%
Medicine	Psychiatry	Medicine - Psychiatry	90785-90870	125%
Medicine	Respiratory	Medicine - Respiratory	94000-94999	125%
Medicine	Reproductive Assistance	Medicine - Reproductive Assistance	89250-89356, G0027, Q0115	125%
Medicine	Rehab Therapies	Medicine - Rehab Therapies	97000-97799	125%
Radiology		Radiology	70010-79999	135%
E&M		E&M	99201-99205; 99211-99215	125%
E&M	Consultation	E&M - Consultation	99236-99292	125%
E&M	Emergency Department	E&M - Emergency Department	99282-99285	140%
E&M	Hospital Inpatient	E&M - Hospital Inpatient	99238-99239	125%
E&M	Hospital Observation	E&M - Hospital Observation	99217-99236	125%
E&M	Nursing Facility	E&M - Nursing Facility	99300-99340	125%
E&M	Preventative Medicine	E&M - Preventative Medicine	99381-99412	125%
Surgery	Cardiovascular	Surgery - Cardiovascular	33010-39599	140%
Surgery	Gastrointestinal	Surgery - Gastrointestinal	40490-49999, G0329	140%
Surgery	Gender Reassignment	Surgery - Gender Reassignment	55970, 55980	140%
Surgery	Gynecology	Surgery - Gynecology	56405-58999	140%
Surgery	Integumentary	Surgery - Integumentary	10021-19499	140%
Surgery	Musculoskeletal	Surgery - Musculoskeletal	20005-29999	140%
Surgery	Obstetrics	Surgery - Obstetrics	59000-59899	140%
Surgery	Respiratory	Surgery - Respiratory	30000-32999	140%
Surgery	Urology	Surgery - Urology	50010-55899	140%

COVID-19 Vaccine		AstraZeneca Admin – First Dose	0021A	100%
COVID-19 Vaccine		AstraZeneca Admin – Second Dose	0022A	100%
COVID-19 Vaccine		Pfizer – Sarscov2 VAC 30MCG/0.3ML	91300	100%
COVID-19 Vaccine		Pfizer – ADM Sarscov2 30MCG/0.3ML 1ST	0001A	100%
COVID-19 Vaccine		Pfizer – ADM Sarscov2 30MCG/0.3ML 2ND	0002A	100%
COVID-19 Vaccine		Moderna – Sarscov2 VAC 100MCG/0.5ML	91301	100%
COVID-19 Vaccine		Moderna – ADM Sarscov2 VAC 100MCG/0.5ML 1ST	0011A	100%
COVID-19 Vaccine		Moderna – ADM Sarscov2 VAC 100MCG/0.5ML 2ND	0012A	100%
COVID-19 Vaccine		Bamlanivimab – Injection 700 mg	Q0239	100%
COVID-19 Vaccine		Bamlanivimab – Intravenous Infusion	M0239	100%
COVID-19 Vaccine		Regeneron – Injection 2400 mg	Q0243	100%
COVID-19 Vaccine		Regeneron – Intravenous Infusion	M0243	100%

CPT Code	Description	CVX	Vaccine Name
90281	Immune globulin (Ig), human, for intramuscular use	86	IG
90283	Immune globulin (IgIV), human, for intravenous use	87	IGIV
90287	Botulinum antitoxin, equine, any route	27	Botulinum antitoxin
90291	Cytomegalovirus immune globulin (CMV-IgIV), human, for intravenous use	29	CMVIG
90296	Diphtheria antitoxin, equine, any route	12	Diphtheria antitoxin
90371	Hepatitis B immune globulin (HBIG), human, for intramuscular use	30	HBIG
90375	Rabies immune globulin (RIg), human, for intramuscular and/or subcutaneous use	34	RIG
90376	Rabies immune globulin, heat-treated (RIg-HT), human, for intramuscular and/or subcutaneous use	34	RIG

CPT Code	Description	CVX	Vaccine Name
90378	Respiratory syncytial virus, monoclonal antibody, recombinant, for intramuscular use, 50 mg, each	93	RSV-MAB
90379	Respiratory syncytial virus immune globulin (RSV-IgIV), human, for intravenous use	71	RSV-IGIV
90389	Tetanus immune globulin (TIg), human, for intramuscular use	13	TIG
90393	Vaccinia immune globulin, human, for intramuscular use	79	Vaccinia immune globulin
90396	Varicella-zoster immune globulin, human, for intramuscular use	36	VZIG
90470	H1N1 immunization administration (intramuscular, intranasal), including counseling when performed	128	Novel Influenza-H1N1-09, all formulations
90476	Adenovirus vaccine, type 4, live, for oral use	54	Adenovirus, type 4
90477	Adenovirus vaccine, type 7, live, for oral use	55	Adenovirus, type 7
90581	Anthrax vaccine, for subcutaneous or intramuscular use	24	Anthrax
90585	Bacillus Calmette-Guerin vaccine (BCG) for tuberculosis, live, for percutaneous use	19	BCG
90620	Meningococcal recombinant protein and outer membrane vesicle vaccine, serogroup B (MenB-4C), 2 dose schedule, for intramuscular use	163	Meningococcal B, OMV
90621	Meningococcal recombinant lipoprotein vaccine, serogroup B (MenB-FHbp), 2 or 3 dose schedule, for intramuscular use	162	Meningococcal B, recombinant
90625	Cholera vaccine, live, adult dosage, 1 dose schedule, for oral use	174	Cholera, live attenuated
90630	Influenza virus vaccine, quadrivalent (IIV4), split virus, preservative free, for intradermal use	166	Influenza, intradermal, quadrivalent, preservative free
90632	Hepatitis A vaccine (HepA), adult dosage, for intramuscular use	52	Hep A, adult
90633	Hepatitis A vaccine (HepA), pediatric/adolescent dosage-2 dose schedule, for intramuscular use	83	Hep A, ped/adol, 2 dose
90634	Hepatitis A vaccine (HepA), pediatric/adolescent dosage-3 dose schedule, for intramuscular use	84	Hep A, ped/adol, 3 dose
90636	Hepatitis A and hepatitis B vaccine (HepA-HepB), adult dosage, for intramuscular use	104	Hep A-Hep B
90644	Meningococcal conjugate vaccine, serogroups C & Y and Haemophilus influenzae type b vaccine (Hib-MenCY), 4 dose schedule, when administered to children 6 weeks-18 months of age, for intramuscular use	148	Meningococcal C/Y-HIB PRP
90645	Haemophilus influenzae b vaccine (Hib), HbOC conjugate (4 dose schedule), for intramuscular use	47	Hib (HbOC)
90646	Haemophilus influenzae b vaccine (Hib), PRP-D conjugate, for booster use only, intramuscular use	46	Hib (PRP-D)
90647	Haemophilus influenzae type b vaccine (Hib), PRP-OMP conjugate, 3 dose schedule, for intramuscular use	49	Hib (PRP-OMP)

CPT Code	Description	CVX	Vaccine Name
90648	Haemophilus influenzae type b vaccine (Hib), PRP-T conjugate, 4 dose schedule, for intramuscular use	48	Hib (PRP-T)
90649	Human Papillomavirus vaccine, types 6, 11, 16, 18, quadrivalent (4vHPV), 3 dose schedule, for intramuscular use	62	HPV, quadrivalent
90650	Human Papillomavirus vaccine, types 16, 18, bivalent (2vHPV), 3 dose schedule, for intramuscular use	118	HPV, bivalent
90651	Human Papillomavirus vaccine types 6, 11, 16, 18, 31, 33, 45, 52, 58, nonavalent (9vHPV), 2 or 3 dose schedule, for intramuscular use	165	HPV9
90653	Influenza vaccine, inactivated (IIV), subunit, adjuvanted, for intramuscular use	168	Influenza, trivalent, adjuvanted
90654	Influenza virus vaccine, trivalent (IIV3), split virus, preservative-free, for intradermal use	144	Influenza, seasonal, intradermal, preservative free
90655	Influenza virus vaccine, trivalent (IIV3), split virus, preservative free, 0.25 mL dosage, for intramuscular use	140	Influenza, seasonal, injectable, preservative free
90656	Influenza virus vaccine, trivalent (IIV3), split virus, preservative free, 0.5 mL dosage, for intramuscular use	140	Influenza, seasonal, injectable, preservative free
90657	Influenza virus vaccine, trivalent (IIV3), split virus, 0.25 mL dosage, for intramuscular use	141	Influenza, seasonal, injectable
90658	Influenza virus vaccine, trivalent (IIV3), split virus, 0.5 mL dosage, for intramuscular use	141	Influenza, seasonal, injectable
90659	Influenza virus vaccine, whole virus, for intramuscular or jet injection use	16	Influenza, whole
90660	Influenza virus vaccine, trivalent, live (LAIV3), for intranasal use	111	Influenza, live, intranasal
90661	Influenza virus vaccine, trivalent (ccIIV3), derived from cell cultures, subunit, preservative and antibiotic free, 0.5 mL dosage, for intramuscular use	153	Influenza, injectable, MDCK, preservative free
90662	Influenza virus vaccine (IIV), split virus, preservative free, enhanced immunogenicity via increased antigen content, for intramuscular use	135	Influenza, high dose seasonal
90663	Influenza virus vaccine, pandemic formulation, H1N1	128	Novel Influenza-H1N1-09, all formulations
90664	Influenza virus vaccine, live (LAIV), pandemic formulation, for intranasal use	125	Novel Influenza-H1N1-09, nasal
90665	Lyme disease vaccine, adult dosage, for intramuscular use	66	Lyme disease
90666	Influenza virus vaccine (IIV), pandemic formulation, split virus, preservative free, for intramuscular use	126	Novel influenza-H1N1-09, preservative-free
90668	Influenza virus vaccine (IIV), pandemic formulation, split virus, for intramuscular use	127	Novel influenza-H1N1-09
90669	Pneumococcal conjugate vaccine, 7 valent, for intramuscular use	100	Pneumococcal conjugate PCV 7

CPT Code	Description	CVX	Vaccine Name
90670	Pneumococcal conjugate vaccine, 13 valent (PCV13), for intramuscular use	133	Pneumococcal conjugate PCV 13
90672	Influenza virus vaccine, quadrivalent, live (LAIV4), for intranasal use	149	Influenza, live, intranasal, quadrivalent
90673	Influenza virus vaccine, trivalent (RIV3), derived from recombinant DNA, hemagglutinin (HA) protein only, preservative and antibiotic free, for intramuscular use	155	Influenza, recombinant, injectable, preservative free
90674	Influenza virus vaccine, quadrivalent (ccIIV4), derived from cell cultures, subunit, preservative and antibiotic free, 0.5 mL dosage, for intramuscular use	171	Influenza, injectable, MDCK, preservative free, quadrivalent
90675	Rabies vaccine, for intramuscular use	90	Rabies, unspecified formulation
90676	Rabies vaccine, for intradermal use	40	Rabies, intradermal injection
90680	Rotavirus vaccine, pentavalent (RV5), 3 dose schedule, live, for oral use	116	Rotavirus, pentavalent
90681	Rotavirus vaccine, human, attenuated (RV1), 2 dose schedule, live, for oral use	119	Rotavirus, monovalent
90682	Influenza virus vaccine, quadrivalent (RIV4), derived from recombinant DNA, hemagglutinin (HA) protein only, preservative and antibiotic free, for intramuscular use	185	Influenza, recombinant, quadrivalent, injectable, preservative free
90685	Influenza virus vaccine, quadrivalent (IIV4), split virus, preservative free, 0.25 mL dosage, for intramuscular use	161	Influenza, injectable, quadrivalent, preservative free, pediatric
90686	Influenza virus vaccine, quadrivalent (IIV4), split virus, preservative free, 0.5 mL dosage, for intramuscular use	150	Influenza, injectable, quadrivalent, preservative free
90687	Influenza virus vaccine, quadrivalent (IIV4), split virus, 0.25 mL dosage, for intramuscular use	158	Influenza, injectable, quadrivalent
90688	Influenza virus vaccine, quadrivalent (IIV4), split virus, 0.5 mL dosage, for intramuscular use	158	Influenza, injectable, quadrivalent
90690	Typhoid vaccine, live, oral	25	Typhoid, oral
90691	Typhoid vaccine, Vi capsular polysaccharide (ViCPs), for intramuscular use	101	Typhoid, ViCPs
90692	Typhoid vaccine, heat- and phenol-inactivated (H-P), for subcutaneous or intradermal use	41	Typhoid, parenteral
90693	Typhoid vaccine, acetone-killed, dried (AKD), for subcutaneous use (U.S. military)	53	Typhoid, parenteral, AKD (U.S. military)
90696	Diphtheria, tetanus toxoids, acellular pertussis vaccine and inactivated poliovirus vaccine (DTaP-IPV), when administered to children 4 through 6 years of age, for intramuscular use	130	DTaP-IPV
90697	Diphtheria, tetanus toxoids, acellular pertussis vaccine, inactivated poliovirus vaccine, Haemophilus influenzae type b PRP-OMP		DTaP,IPV,Hib,HepB

CPT Code	Description	CVX	Vaccine Name
	conjugate vaccine, and hepatitis B vaccine (DTaP-IPV-Hib-HepB), for intramuscular use	146	
90698	Diphtheria, tetanus toxoids, acellular pertussis vaccine, Haemophilus influenzae type b, and inactivated poliovirus vaccine, (DTaP-IPV/Hib), for intramuscular use	120	DTaP-Hib-IPV
90700	Diphtheria, tetanus toxoids, and acellular pertussis vaccine (DTaP), when administered to individuals younger than 7 years, for intramuscular use	107	DTaP, unspecified formulation
90701	Diphtheria, tetanus toxoids, and whole cell pertussis vaccine (DTP), for intramuscular use	1	DTP
90702	Diphtheria and tetanus toxoids adsorbed (DT) when administered to individuals younger than 7 years, for intramuscular use	28	DT (pediatric)
90703	Tetanus toxoid adsorbed, for intramuscular use	35	Tetanus toxoid, adsorbed
90704	Mumps virus vaccine, live, for subcutaneous use	7	Mumps
90705	Measles virus vaccine, live, for subcutaneous use	5	Measles
90706	Rubella virus vaccine, live, for subcutaneous use	6	Rubella
90707	Measles, mumps and rubella virus vaccine (MMR), live, for subcutaneous use	3	MMR
90708	Measles and rubella virus vaccine, live, for subcutaneous use	4	M/R
90710	Measles, mumps, rubella, and varicella vaccine (MMRV), live, for subcutaneous use	94	MMRV
90712	Poliovirus vaccine, (any type[s]) (OPV), live, for oral use	182	OPV, Unspecified
90713	Poliovirus vaccine, inactivated (IPV), for subcutaneous or intramuscular use	10	IPV
90714	Tetanus and diphtheria toxoids adsorbed (Td), preservative free, when administered to individuals 7 years or older, for intramuscular use	139	Td(adult) unspecified formulation
90715	Tetanus, diphtheria toxoids and acellular pertussis vaccine (Tdap), when administered to individuals 7 years or older, for intramuscular use	115	Tdap
90716	Varicella virus vaccine (VAR), live, for subcutaneous use	21	Varicella
90717	Yellow fever vaccine, live, for subcutaneous use	184	Yellow fever, unspecified formulation
90718	Tetanus and diphtheria toxoids (Td) adsorbed when administered to individuals 7 years or older, for intramuscular use	9	Td (adult), 2 Lf tetanus toxoid, preservative free, adsorbed
90720	Diphtheria, tetanus toxoids, and whole cell pertussis vaccine and Hemophilus influenza B vaccine (DTP-Hib), for intramuscular use	22	DTP-Hib
90721	Diphtheria, tetanus toxoids, and acellular pertussis vaccine and Hemophilus influenza B vaccine (DTaP/Hib), for intramuscular use	50	DTaP-Hib

CPT Code	Description	CVX	Vaccine Name
90723	Diphtheria, tetanus toxoids, acellular pertussis vaccine, hepatitis B, and inactivated poliovirus vaccine (DTaP-HepB-IPV), for intramuscular use	110	DTaP-Hep B-IPV
90724	Influenza virus vaccine	88	Influenza, unspecified formulation
90725	Cholera vaccine for injectable use	26	Cholera, unspecified formulation
90726	Rabies vaccine	90	Rabies, unspecified formulation
90727	Plague vaccine, for intramuscular use	23	Plague
90728	BCG vaccine	19	BCG
90730	Hepatitis A vaccine	85	Hep A, unspecified formulation
90731	Hepatitis B vaccine	45	Hep B, unspecified formulation
90732	Pneumococcal polysaccharide vaccine, 23-valent (PPSV23), adult or immunosuppressed patient dosage, when administered to individuals 2 years or older, for subcutaneous or intramuscular use	33	Pneumococcal polysaccharide PPV23
90733	Meningococcal polysaccharide vaccine, serogroups A, C, Y, W-135, quadrivalent (MPSV4), for subcutaneous use	32	Meningococcal MPSV4
90734	Meningococcal conjugate vaccine, serogroups A, C, Y and W-135, quadrivalent (MCV4 or MenACWY), for intramuscular use	147	Meningococcal MCV4, unspecified formulation
90735	Japanese encephalitis virus vaccine, for subcutaneous use	39	Japanese encephalitis SC
90736	Zoster (shingles) vaccine (HZV), live, for subcutaneous injection	121	Zoster live
90737	Hemophilus influenza B	17	Hib, unspecified formulation
90738	Japanese encephalitis virus vaccine, inactivated, for intramuscular use	134	Japanese Encephalitis IM
90739	Hepatitis B vaccine (HepB), adult dosage, 2 dose schedule, for intramuscular use	189	Hep B, adjuvanted
90740	Hepatitis B vaccine (HepB), dialysis or immunosuppressed patient dosage, 3 dose schedule, for intramuscular use	44	Hep B, dialysis
90741	Immunization, passive; immune serum globulin, human (ISG)	14	IG, unspecified formulation
90743	Hepatitis B vaccine (HepB), adolescent, 2 dose schedule, for intramuscular use	43	Hep B, adult
90744	Hepatitis B vaccine (HepB), pediatric/adolescent dosage, 3 dose schedule, for intramuscular use	8	Hep B, adolescent or pediatric
90745	Hepatitis B vaccine, adolescent/high risk infant dosage, for intramuscular use	42	Hep B, adolescent/high risk infant
90746	Hepatitis B vaccine (HepB), adult dosage, 3 dose schedule, for intramuscular use	43	Hep B, adult

CPT Code	Description	CVX	Vaccine Name
90747	Hepatitis B vaccine (HepB), dialysis or immunosuppressed patient dosage, 4 dose schedule, for intramuscular use	44	Hep B, dialysis
90748	Hepatitis B and Haemophilus influenzae type b vaccine (Hib-HepB), for intramuscular use	51	Hib-Hep B
90750	Zoster (shingles) vaccine (HZV), recombinant, subunit, adjuvanted, for intramuscular use	187	Zoster recombinant
90756	Influenza virus vaccine, quadrivalent (ccIIV4), derived from cell cultures, subunit, antibiotic free, 0.5 mL dosage, for intramuscular use	186	Influenza, injectable, MDCK, quadrivalent, preservative

APPENDIX A

PROGRAMS AND SERVICES

ONLINE PAYMENT MANAGER

Claim processor offers the Trustmark Health Benefits, Inc. Online Payment Manager service that enables eligible *covered persons* to pay their out-of-pocket obligations directly to providers.

MESSAGING SERVICES

Salesforce.com, Inc. or any other third party to provide telephonic messaging, including text messaging, to *covered persons* who opt into the service. Such messaging includes, but is not limited to, information about services and benefits available under the *Plan*, reminders on preventive care, surveys, and educational information.

APPENDIX B

J3262	Actemra (tocilizumab)
J9216	Actimmune (interferon gamma-1b)
C9399/J3490/J3590	Adbry (tralokinumab-Idrm)
J7527	Afinitor (everolimus)
J0364	Apokyn (apomorphine)
J2793	Arcalyst (rilonacept)
J8499	Arikayce (amikacin)
J1826	Avonex , Avonex Pen (interferon beta-1a)
Q3027	Avonex , Avonex Pen (interferon beta-1a)
J0490	Benlysta (belimumab)
C9399/J3490/J3590	Besremi (ropeginterferon alfa-2b-njft)
J1830	Betaseron (interferon beta-1b)
J7682	Bethkis (tobramycin inhalation)
J2354	Bynfezia, Sandostatin (octreotide acetate) subcutaneous
C9047	Cablivi (caplacizumab-yhdp); subcutaneous doses following the first day of therapy
J8520	Capecitabine
J8521	Capecitabine
J7699	Cayston (aztreonam lysine)
J0717	Cimzia (certolizumab pegol)
J2786	Cinqair (reslizumab)
J1595	Copaxone , Glatopa, glatiramer (glatiramer acetate)
C9399/J3490/J3590	Cosentyx (Secukinumab)
J0584	Crysvita (burosumab-twza)
C9399/J3490/J3590	Dupixent (dupilumab)
C9399/J3490/J3590	Egrifta (tesamorelin Acetate)
J9217	Eligard (leuprolide acetate)
C9399/J3490/J3590	Empaveli (pegcetacoplan)
J1438	Enbrel (etanercept)
C9399/J3490/J3590	Enspryng (satralizumab)
J3380	Entyvio (vedolizumab)
J0517	Fasenra (benralizumab) autoinjector, prefilled syringe labeled for self-administration
J1744	Firazyr (icatibant)
J9155	Firmagon (degarelix)
J1572	Flebogamma (immune globulin intravenous)
S0128	Follistim AQ (follitropin beta)
S0132	Ganirelix acetate
S0126	Gonal-f (all formulations) (follitropin alfa)
C9399/J3490/J3590	Haegarda (c-1 esterase inhibitor [human])

J0599	Haegarda (c-1 esterase inhibitor)
J1559	Hizentra (immune globulin subcutaneous)
J2941	Humatrope, Genotropin, Omnitrope, Saizen, Zorbtive, Zomacton, Norditropin, Nutropin, Tevtropin (somatropin)
J0135	Humira (adalimumab)
J9351	Hycamtin (topotecan hydrochloride)
J3245	Ilumya (tildrakizumab)
J2170	Increlex , Iplex (mecasermin)
J9214	Intron -A (interferon alfa-2b)
J8565	Iressa (gefitinib)
C9399/J3490/J3590	Kesimpta (ofatumumab)
C9399/J3490/J3590	Kevzara (sarilumab)
C9399/J3490/J3590	Kineret (Anakinra)
J0202	Lemtrada (alemtuzumab)
J9218	Leuprolide acetate, leuprolide acetate inj
C9399/J3490/J3590	Myalept (metreleptin)
C9399/J3490/J3590	Natpara (parathyroid hormone)
C9399/J3490/J3590	Ovidrel (choriogonadotropin alpha)
J8499	Palforzia [Peanut (Arachis hypogaea) Allergen Powder-dnfp]
C9399/J3490/J3590	Palynziq (pegvaliase)
J0606	Parsabiv (etelcalcetide)
C9399/J3490/J3590	Pegasys (interferon alfa-2a, pegylated)
J9212	Pegasys (interferon alfa-2a, pegylated)
S0145	Pegasys (interferon alfa-2a, pegylated)
S0148	Pegintron (Peginterferon Alfa-2b)
C9399/J3490/J3590	PEG-Intron (peginterferon alfa-2b)
C9399/J3490/J3590	Plegridy (Peginterferon beta-1a)
J0725	Pregnyl , Novarel (chorionic gonadotropin)
J1459	Privigen (immune globulin)
J0897	Prolia (denosumab)
J7639	Pulmozyme (dornase alfa)
C9399/J3490/J3590	Rebif (Interferon beta-1a)
Q3028	Rebif (Interferon beta-1a)
C9399/J3490/J3590	RIDAURA (auranofin)
J0596	Ruconest (c-1 esterase inhibitor, recombinant)
C9399/J3490/J3590	Signifor (pasireotide)
C9399/J3490/J3590	Siliq (brodalumab)
C9399/J3490/J3590	Simponi (golimumab)
C9399/J3490/J3590	Skyrizi (risankizumab-rzaa)
J1300	Soliris (eculizumab)
J1930	Somatuline (lanreotide)
C9399/J3490/J3590	Somavert (pegvisomant)

J3357	Stelara (ustekinumab)
J3358	Stelara (ustekinumab)
C9399/J3490/J3590	Strensiq (asfotase alfa)
J1675	Supprelin LA
J1675	Supprelin LA (histrelin acetate)
J9226	Supprelin LA (histrelin acetate)
S9562	Synagis (palivizumab)
J9262	Synribo (omacetaxine mepesuccinate)
J0593	Takhzyro (lanadelumab-flyo)
C9399/J3490/J3590	Taltz (ixekizumab)
C9399/J3490/J3590	Tegsedi (inotersen)
J8700	Temodar (temozolomide)
J9328	Temodar (temozolomide)
J3241	Tepezza (teprotumumab-trbw)
J3315	Trelstar (triptorelin embonate)
J1628	Tremfya (guselkumab)
J3285	Treprostinil
J3316	Triptodur (triptorelin)
C9399/J3490/J3590	Tymlos (abaloparatide)
J2323	Tysabri (natalizumab)
J7686	Tyvaso (treprostinil)
J1325	Veletri (epoprostenol)
Q4074	Ventavis (iloprost)
J8520	Xeloda (capecitabine)
J8521	Xeloda (capecitabine)
J1558	Xembify (immune globulin, human-klhw)
J2357	Xolair (omalizumab), prefilled syringe labeled for self-administration
J2941	Zorbtive (somatropin [rDNA origin])

APPENDIX C

[ATTENTION: If you speak a different language, language assistance services are available to you free of charge. Call 1-833-932-0854.

Español (Spanish)

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al [1-833-932-0854].

繁體中文 (Chinese)

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-833-932-0854。

Tiếng Việt (Vietnamese)

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-833-932-0854.

한국어 (Korean)

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-833-932-0854 번으로 전화해 주십시오.

Tagalog (Tagalog – Filipino)

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-833-932-0854.

Русский (Russian)

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-833-932-0854.

العربية (Arabic)

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-4580-239-338 (رقم هاتف الصم والبكم).

Kreyòl Ayisyen (French Creole)

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-833-932-0854.

Français (French)

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-833-932-0854.

Polski (Polish)

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-833-932-0854.

Português (Portuguese)

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-833-932-0854.

Italiano (Italian)

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-833-932-0854.

Deutsch (German)

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-833-932-0854.

日本語 (Japanese)

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-833-932-0854 まで、お電話にてご連絡ください。

فارسی (Farsi)

توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با 1-833-932-0854 تماس بگیرید.

हिंदी (Hindi)

**ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं।
पर कॉल करें।**
1-833-932-0854

Հայերեն (Armenian)

ՈՒՇԱԴՐՈՒԹՅՈՒՆՆԵՐՆԵՐ՝ Եթե խոսում եք հայերեն, սպաս ձեզ անվճար կարող են տրամադրվել լեզվական ասֆալտային ծառայություններ: Ձանգահարեք [1-833-932-0854]

ગુજરાતી (Gujarati)

**સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે.
ફોન કરો**
1-833-932-0854

Hmoob (Hmong)

LUS CEEV: Yog tias koj hais lus Hmoob, cov kev pab txog lus, muaj kev pab dawb rau koj. Hu rau 1-833-932-0854.

اُردُو (Urdu)

خبردار: اگر آپ اردو بولتے ہیں، تو آپ کو زبان کی مدد کی خدمات مفت میں دستیاب ہیں۔ کال کریں۔ 1-833-932-0854.

ខ្មែរ (Cambodian)

ប្រយ័ត្ន: បើសិនជាអ្នកនិយាយ ភាសាខ្មែរ, សេវាជំនួយផ្នែកភាសា អាចមានសំរាប់អ្នក។ ចូរ ទូរស័ព្ទ 1-833-932-0854 ។

ਪੰਜਾਬੀ (Punjabi)

**ਧਿਆਨ ਦਿਓ: ਜੇ ਤੁਸੀਂ ਪੰਜਾਬੀ ਬੋਲਦੇ ਹੋ, ਤਾਂ ਭਾਸ਼ਾ ਵਿੱਚ ਸਹਾਇਤਾ ਸੇਵਾ ਤੁਹਾਡੇ ਲਈ ਮੁਫਤ ਉਪਲਬਧ ਹੈ।
ਤੇ ਕਾਲ ਕਰੋ।**
1-833-932-0854

বাংলা (Bengali)

লক্ষ্য করুন: যদি আপনি বাংলা, কথা বলতে পারেন, তাহলে নি:খরচায় ভাষা সহায়তা পরিষেবা উপলব্ধ আছে। ফোন করুন 1-833-932-0854

אַײִדיש (Yiddish)

1-833-932-0854. אויפגעקראמט: אויב איר רעדט אידיש, זענען פארהאן פאר אייך שפראך הילף סערוויסעס פון אפצאל. רופט

አማርኛ (Amharic)

ማሳሰቢያ: የሚናገሩት ቋንቋ አማርኛ ከሆነ የትርጉም አርዳታ ድርጅቶች፣ በነጻ ሊያገለግሉት ተዘጋጅተዋል። ወደ ሚከተለው ቁጥር ይደውሉ 1-833-932-0854.

ภาษาไทย (Thai)

ເຣີຍນ: ຕໍ່າຸ່ມພູຄຸມາຍາໄທຸ່ມສາມາດໃຊ້ບຣິກາຣ໌ຊ່ວຍເຫຼືອທາງາຍາໄດ້ຟຣີ ໂທຣ 1-833-932-0854.

Oroomiffa (Oromo)

XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa 1-833-932-0854.

Ilokano (Ilocano)

PAKDAAR: Nu saritaem ti Ilocano, ti serbisyo para ti baddang ti lengguahe nga awanan bayadna, ket sidadaan para kenyam. Awagan ti 1-833-932-0854.

ພາສາລາວ (Lao)

ໂບດຊາບ: ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັງຄ່າ, ແມ່ນມີພ້ອມໃຫ້ທ່ານ. ໂທຣ 1-833-932-0854.

Shqip (Albanian)

KUJDES: Nëse flitni shqip, për ju ka në dispozicion shërbime të asistencës gjuhësore, pa pagesë. Telefononi në 1-833-932-0854.

Srpsko-hrvatski (Serbo-Croatian)

OBAVJEŠTENJE: Ako govorite srpsko-hrvatski, usluge jezičke pomoći dostupne su vam besplatno. Nazovite 1-833-932-0854.

Українська (Ukrainian)

УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-833-932-0854.

नेपाली (Nepali)

ध्यान दिनुहोस्: तपाईंले नेपाली बोल्नुहुन्छ भने तपाईंको निम्ति भाषा सहायता सेवाहरू निःशुल्क रूपमा उपलब्ध छ । फोन गर्नुहोस् 1-833-932-0854.

Nederlands (Dutch)

AANDACHT: Als u nederlands spreekt, kunt u gratis gebruikmaken van de taalkundige diensten. Bel 1-833-932-0854.

unD (Karen)

ဟ်သုဉ်ဟ်သး- နမ့ၢ်ကတိၢ် ကညီ ကျိၣ်အထီ, နမ့ၢ်န့ၢ် ကျိၣ်အတၢ်မၤစၢၤလၢ တလၢကံၤဘူဉ်လၢကံၤစ့ၢ် နီတမံၤဘဉ်သ့န့ၢ်လီၤ. ကိး 1-833-932-0854

Gagana fa'a Sāmoa (Samoan)

MO LOU SILAFIA: Afai e te tautala Gagana fa'a Sāmoa, o loo iai auaunaga fesoasoan, e fai fua e leai se totogi, mo oe, Telefoni mai: 1- 833-932-0854.

Kajin Majōl (Marshallese)

LALE: Ñe kwōj kōnono Kajin Majōl, kwomaroñ bōk jermal in jipañ ilo kajin ñe aṃ ejjelōk wōñān. Kaalok 1-833-932-0854.

Română (Romanian)

ATENȚIE: Dacă vorbiți limba română, vă stau la dispoziție servicii de asistență lingvistică, gratuit. Sunați la 1-833-932-0854.

Foosun Chuuk (Trukese)

MEI AUCHEA: Ika iei foosun fonuomw: Foosun Chuuk, iwe en mei tongeni omw kopwe angei aninisin chiakku, ese kamo. Kori 1-833-932-0854.

Tonga (Tongan)

FAKATOKANGA'I: Kapau 'oku ke Lea-Fakatonga, ko e kau tokoni fakatonu lea 'oku nau fai atu ha tokoni ta'etotongi, pea teke lava 'o ma'u ia. Telefoni mai 1-833-932-0854.

Bisaya (Bisayan)

ATENSYON: Kung nagsulti ka og Cebuano, aduna kay magamit nga mga serbisyo sa tabang sa lengguwahe, nga walay bayad. Tawag sa 1-833-932-0854.

Ikirundi (Bantu – Kirundi)

ICITONDERWA: Nimba uvuga Ikirundi, uzohabwa serivisi zo gufasha mu ndimi, ku buntu. Woterefona 1-833-932-0854.

Kiswahili (Swahili)

KUMBUKA: Ikiwa unazungumza Kiswahili, unaweza kupata, huduma za lugha, bila malipo. Piga simu 1-833-932-0854.

Bahasa Indonesia (Indonesian)

PERHATIAN: Jika Anda berbicara dalam Bahasa Indonesia, layanan bantuan bahasa akan tersedia secara gratis. Hubungi 1-833-932-0854.

Türkçe (Turkish)

DİKKAT: Eğer Türkçe konuşuyor iseniz, dil yardımı hizmetlerinden ücretsiz olarak yararlanabilirsiniz. 1-833-932-0854 irtibat numaralarını arayın.

كوردی (Kurdish)

ئەگەر بە زمانی کوردی قەسە دەکەیت، خزمەتگوزاریەکانی یارمەتی زمان، بەخۆرای، بۆ تۆ بەردەستە. پەیوەندی بە بکە. 1-833-932-0854-ئانگاداری.

తెలుగు (Teluga)

శ్రద్ధ పెట్టండి: ఒకవేళ మీరు తెలుగు భాష మాట్లాడుతున్నట్లయితే, మీ కొరకు తెలుగు భాషా సహాయక సేవలు ఉచితంగా లభిస్తాయి. 1-833-932-0854

Thuɔŋjaŋ (Nilotic – Dinka)

PII KENE: Na ye jam nē Thuɔŋjaŋ, ke kuony yenē kōc waar thook atō kuka lēu yōk abac ke cīn wēnh cuatē piny. Yuopē 1-833-932-0854

Norsk (Norwegian)

MERK: Hvis du snakker norsk, er gratis språkassistentsetjenester tilgjengelige for deg. Ring 1-833-932-0854.

Català (Catalan)

ATENCIÓ: Si parles Català, tens disponible un servei d'ajuda lingüística sense cap càrrec. Truqueu al 1-833-932-0854.

λληνικά (Greek)

ΠΡΟΣΟΧΗ: Αν μιλάτε ελληνικά, στη διάθεσή σας βρίσκονται υπηρεσίες γλωσσικής υποστήριξης, οι οποίες παρέχονται δωρεάν. Καλέστε 1-833-932-0854.

Igbo asusu (Ibo)

Ige nti: O buru na asu Ibo asusu, enyemaka diri gi site na call 1-833-932-0854.

èdè Yorùbá (Yoruba)

AKIYESI: Ti o ba nso ede Yoruba ofe ni iranlowo lori ede wa fun yin o. E pe ero ibanisoro yi 1-833-932-0854.

Lokaiahn Pohnpei (Pohnpeian)

Ni songen mwohmw ohte, komw pahn sohte anahne kawehwe mesen nting me koatoantoal kan ahpw wasa me ntingie [Lokaiahn Pohnpei] komw kalangan oh ntingidieng ni lokaiahn Pohnpei.
Call 1-833-932-0854.

Deitsch (Pennsylvania Dutch)

Wann du [Deitsch (Pennsylvania German / Dutch)] schwetzsch, kannscht du mitaus Koschte ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf selli Nummer uff: Call 1-833-932-0854.

ho‘okomo ‘olelo (Hawaiian)

E NĀNĀ MAI: Inā ho‘opuka ‘oe i ka ‘ōlelo [ho‘okomo ‘ōlelo], loa‘a ke kōkua manuahi iā ‘oe.
E kelepona iā 1-833-932-0854.

Adamawa (Fulfulde)

MAANDO: To a waawi [Adamawa], e woodi ballooji-ma to ekkitaaki wolde caahu. Noddu 1-833-932-0854.

tsalagi gawonihisdi (Cherokee)

Hagsesda: iyuhno hyiwoniha [tsalagi gawonihisdi]. Call 1-833-932-0854.

I linguahén Chamoru (Chamorro)

ATENSIÓN: Yanggen un tungó [I linguahén Chamoru], i setbision linguahé gaige para hagu dibatde ha . Agang
I 1-833-932-0854.

ܐܝܬܘܪܐ (Assyrian)

ܐܝܬܘܪܐ :ܟܝܘܢܐ ܝܚܝܘܝܢܐ ܝܠܝܥܝܐ ܕܝܠܝܘܬܐ ܕܝܘܢܝܐ ܕܝܠܝܘܬܐ ܕܝܠܝܘܬܐ ܕܝܠܝܘܬܐ ܕܝܠܝܘܬܐ
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ဣာမာရ် (Burmese)

သတိပျဉ်းရန် - အကယုၣ် သုဉ်း ချမန္တစကား ကို ဝေပျာပါက၊ ဘာသာစကား အကူအညီ၊ အခမဲ့၊ သန့်အကြက် စီစဉ်ဆောင်ရွက်ပေးပါမည့်။ ဖုန်းနံပါတ် 1-833-932-0854 သို့မဟုတ် ဝေဒုတိယ။

Diné Bizaad (Navajo)

Díí baa akó nínizin: Díí saad bee yáńítí' go Diné Bizaad, saad bee áká'ánída'áwo'déé', t'áá
jüik'eh, éí ná hóló, kóji' hódíílnih:
1-833-932-0854

Bàsòò-wùdù-po-nyò (Bassa)

Dè dɛ nià ke dyédé gbo: ɔ jũ ké m [Bàsòò-wùdù-po-nyò] jũ ní, níí, à wuɖu kà kò dò po-poò béin m gbo kpáa. Đá 1-
833-932-0854.

Chahta (Choctaw)

ANOMPA PĀ PISAH: [Chahta] makilla ish anompoli hokma, kvna hosh Nahollo Anompa ya pipilla hosh chi tosholahinla. Atokō, hattak yvmmā im anompoli chi bvnnakmvt, holhtina pā payah: 1-833-932-0854.]