

# MEDICAL and PHARMACY BENEFIT BOOKLET

For

## Montgomery County Buy-Up Plan

Medical Plan Administered By



Pharmacy Plan Administered By

## Express Scripts

Si usted necesita ayuda en español para entender este documento, puede solicitarla gratuitamente llamando a Servicios al Cliente al número que se encuentra en su tarjeta de identificación.

If you need assistance in Spanish to understand this document, you may request it for free by calling Customer Service at the number on your identification card.

Effective 07/01/2017

This Benefit Booklet provides you with a description of your benefits while you are enrolled under the health care plan (the "Plan") offered by your Employer. You should read this booklet carefully to familiarize yourself with the Plan's main provisions and keep it handy for reference. A thorough understanding of your coverage will enable you to use your benefits wisely. If you have any questions about the benefits as presented in this Benefit Booklet, please contact your Employer's Group Health Plan Administrator or call the Claims Administrator's Customer Service Department.

The Plan provides the benefits described in this Benefit Booklet only for eligible Members. The health care services are subject to the limitations, exclusions, Deductible and Coinsurance requirements specified in this Benefit Booklet. Any group plan or certificate which you received previously will be replaced by this Benefit Booklet.

Anthem Blue Cross and Blue Shield, or "Anthem" has been designated by your Employer to provide administrative services for the Employer's Group Health Plan, such as claims processing, care management, and other services, and to arrange for a network of health care providers whose services are covered by the Plan.

**Important: This is not an insured benefit Plan. The benefits described in this Benefit Booklet or any rider or amendments attached hereto are funded by the Employer who is responsible for their payment. Anthem provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims.**

Anthem is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, permitting Anthem to use the Blue Cross and Blue Shield Service Marks in portions of the State of Ohio. Although Anthem is the Claims Administrator and is licensed in Ohio, you will have access to providers participating in the Blue Cross and Blue Shield Association BlueCard® PPO network across the country. Anthem has entered into a contract with the Employer on its own behalf and not as the agent of the Association.

#### **Verification of Benefits**

Verification of Benefits is available for Members or authorized healthcare Providers on behalf of Members. You may call Customer Service with a benefits inquiry or verification of benefits during normal business hours (8:00 a.m. to 7:00 p.m. eastern time). Please remember that a benefits inquiry or verification of benefits is NOT a verification of coverage of a specific medical procedure. Verification of benefits is NOT a guarantee of payment. CALL THE CUSTOMER SERVICE NUMBER ON YOUR IDENTIFICATION CARD or see the section titled Health Care Management for Precertification rules.

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# YOUR RIGHTS AND RESPONSIBILITIES

## **The Claims Administrator is committed to:**

- Recognizing and respecting you as a Member.
- Encouraging your open discussions with your health care professionals and providers.
- Providing information to help you become an informed health care consumer.
- Providing access to health benefits and the Claims Administrator's In-Network Providers.
- Sharing the Claims Administrator's expectations of you as a Member.

## **You have the right to:**

- Participate with your health care professionals and providers in making decisions about your health care.
- Receive the benefits for which you have coverage.
- Be treated with respect and dignity.
- Privacy of your personal health information, consistent with state and federal laws, and the Claims Administrator's policies.
- Receive information about the Claims Administrator's organization and services, the Claims Administrator's network of health care professionals and providers, and your rights and responsibilities.
- Candidly discuss with your Physicians and providers appropriate or Medically Necessary care for your condition, regardless of cost or benefit coverage.
- Make recommendations regarding the organization's members' rights and responsibilities policies.
- Voice complaints or appeals about: the Claims Administrator's organization, any benefit or coverage decisions the Claims Administrator (or its' designated administrators) make, your coverage, or care provided.
- Refuse treatment for any condition, illness or disease without jeopardizing future treatment, and be informed by your physician(s) of the medical consequences.
- Participate in matters of the organization's policy and operations.

## **You have the responsibility to:**

- Choose a participating primary care physician if required by your health benefit plan.
- Treat all health care professionals and staff with courtesy and respect.
- Keep scheduled appointments with your doctor, and call the doctor's office if you have a delay or cancellation.
- Read and understand to the best of your ability all materials concerning your health benefits or ask for help if you need it.
- Understand your health problems and participate, along with your health care professionals and providers in developing mutually agreed upon treatment goals to the degree possible.
- Supply, to the extent possible, information that the Claims Administrator and/or your health care professionals and providers need in order to provide care.
- Follow the plans and instructions for care that you have agreed on with your health care professional and provider.
- Tell your health care professional and provider if you do not understand your treatment plan or what is expected of you.
- Follow all health benefit plan guidelines, provisions, policies and procedures.
- Notify your Payroll department if you have a name or address change
- Notify the Montgomery County HR department if you need to add or drop any dependents.
- Provide the Claims Administrator with accurate and complete information needed to administer your health benefit plan, including other health benefit coverage and other insurance benefits you may have in addition to your coverage with the Plan.

The Claims Administrator is committed to providing quality benefits and customer service to the Plan's Members. Benefits and coverage for services provided under the benefit program are governed by the Plan and not by this Rights and Responsibilities statement.

**How to Obtain Language Assistance**

Anthem is committed to communicating with our members about their health plan, regardless of their language. Anthem employs a Language Line interpretation service for use by all of our Customer Service Call Centers. Simply call the Customer Service phone number on the back of your ID card and a representative will be able to assist you. Translation of written materials about your benefits can also be requested by contacting customer service.

# SCHEDULE OF BENEFITS

The Maximum Allowed Amount is the amount the Claims Administrator will reimburse for services and supplies which meet its definition of Covered Services, as long as such services and supplies are not excluded under the Member's Plan; are Medically Necessary; and are provided in accordance with the Member's Plan. See the Definitions and Claims Payment sections for more information.

Under certain circumstances, if the Claims Administrator pays the healthcare provider amounts that are your responsibility, such as Deductibles, Copayments or Coinsurance, the Claims Administrator may collect such amounts directly from you. You agree that the Claims Administrator has the right to collect such amounts from you.

**Beginning on or after July 1, 2014, there is no annual dollar limit for Essential Health Benefits under your Plan.**

**Certain non-essential health benefits, however, may be subject to either a lifetime and/or annual dollar maximum.**

**Essential Health Benefits are defined by federal law and in some cases state law. Essential Health Benefits refer to benefits in at least the following categories:**

- **Ambulatory patient services,**
- **Emergency services,**
- **Hospitalization,**
- **Maternity and newborn care,**
- **Mental health and substance use disorder services, including behavioral health treatment,**
- **Prescription drugs,**
- **Rehabilitative and habilitative services and devices,**
- **Laboratory services,**
- **Preventive and wellness services, and**
- **Chronic disease management and pediatric services, including oral and vision care.**

**Such benefits shall be consistent with those set forth under the Patient Protection and Affordable Care Act of 2010 and any regulations issued pursuant thereto.**

## **Welcome to The Buy-Up Plan!**

The Buy-Up Plan administered by Anthem is a PPO Plan with co-pays for in-network physician visits. The Buy-Up plan includes a prescription drug benefit which is administered by Express Scripts. You will have access to over 80% of doctors and 90% hospitals nationwide.

### **Plus – To help you stay healthy, use:**

Preventive Care- 100% coverage for nationally recommended age and gender appropriate services.

In order to receive preventive care at 100% you must receive your preventive care from an In-Network Provider. If you choose to go to an Out-of-Network Provider, the services would be subject to the Out of Network Coinsurance & Deductible. **All other services are subject to copays or coinsurance.**

**Montgomery County reserves the right to amend or terminate the plan at any time. You will be notified of any changes that affect your benefits, as required by federal law.**

## **Choice of Providers**

Anthem offers discounts to consumers through partnerships with Providers throughout the nation.

Members have automatic access to Provider directories, free of charge, by accessing the member site at [www.anthem.com](http://www.anthem.com), or by contacting the Anthem Customer Service Department at the phone number listed on your identification card.

With the Buy-Up plan, you have the flexibility to see any licensed health care provider you choose. The online Directory can help you locate a Provider near you. The level of your health coverage under the Plan depends on whether you use Providers in-Network or Providers Out-of-Network.

## Financial Tools

Each plan offers online financial tools to help you keep track of your health care dollars. Plus you can track your claims for Covered Services. You can review what you've spent on health care, view your balance, or look up the status of a particular claim any time of the day.

**To receive maximum benefits at the lowest Out-Of-Pocket expense, Covered Services must be provided by an In-Network Provider.** Benefits for Covered Services are based on the Maximum Allowable Amount, which is the maximum amount the Plan will pay for a given service. When you use an Out-of-Network Provider, you are responsible for any balance due between the Out-of-Network Provider's charge and the Maximum Allowable Amount in addition to any Coinsurance, Deductibles, and non-covered charges.

Coinsurance/Maximums are calculated based upon the Maximum Allowable Amount, not the Provider's charge.

## Annual Deductible

### Annual Deductible Responsibility:

Deductible	In-Network	Out-of-Network
Employee Only Coverage	\$1,000	\$2,000
Employee + Child(ren) Coverage	\$2,000	\$4,000
Employee + Spouse Coverage	\$2,000	\$4,000
Family Coverage	\$2,000	\$4,000

## Out-of-Pocket Maximum

The plan's Out-of-Pocket Maximum is the most that you will pay toward covered health expenses in a Plan year. Once you reach the Out-of-Pocket Maximum under the plan, the Plan pays 100% of Covered Services for Providers who offer discounts and 100% of Maximum Allowed Amount charges for Providers who do not offer discounts.

Annual Out-of-Pocket Maximum	In-Network	Out-of-Network
Employee Only Coverage	\$4,000	\$8,000
Employee + Child(ren) Coverage	\$8,000	\$16,000
Employee + Spouse Coverage	\$8,000	\$16,000
Family Coverage	\$8,000	\$16,000

**Note: The Out-of-Pocket Maximum includes all deductibles and/or coinsurance you incur in a Benefit Period.** Once the appropriate Out-of-Pocket Limit for your coverage level is satisfied, no additional Co-pays or Coinsurance will be required for the Family for the remainder of the Benefit Plan Year.

### Expenses That Do Not Apply to Your Out-of-Pocket Limit

Certain covered expenses do not apply toward your plan **out-of-pocket** limit. These include:

- Charges over the **recognized charge**;
- Any **covered expenses** which are payable by Montgomery County at 50%;
- Non-covered expenses;
- Expenses for non-emergency use of the emergency room;
- Expenses incurred for non-urgent use of an **urgent care provider**;
- Certain other **covered expenses** (see list in the *Schedule of Benefits*)

- Expenses that are not paid or **precertification** benefit reductions because a required **precertification** for the service(s), was not obtained from **Anthem**.
- Infertility Services

## **Co-payments**

<b>Copays</b>	<b>In-Network</b>
Physician Office Visit (PCP)	\$25
Physician Office Visit (Specialist)	\$50
Urgent Care Visit	\$50

## **Coinsurance**

<b>Coinsurance</b>	<b>In-Network</b>	<b>Out-of-Network</b>
The Plan Pays	80%	60%
Your Coinsurance Responsibility	20%	40%

**Note:** All Coinsurance is subject to the Deductible and applies to the Out-of-Pocket Maximum. The individual Deductible and individual Out-of-Pocket Maximum are embedded in the family limit. Once an individual reaches the individual Deductible amount, Co-insurance begins for that individual but no other member of the family.

### **Additional Protection:**

For your protection, the total amount you spend for Out-of-Pocket is limited. Once you spend that amount, the **Plan pays 100% of the cost for Covered Services** for the remainder of the Plan year.

***\*Plan limitations will apply for specific services- See Schedule of Benefits section for details***



## SCHEDULE OF BENEFITS

Benefits	In-Network	Out-of-Network
<b>Allergy Care</b>		
• Testing – Physician or specialist Physician	80%	60%
• Treatment – Physician or specialist Physician	80%	60%
• Serum and allergy shots – Physician or specialist Physician	80%	60%
<b>Ambulance Services</b> (when Medically Necessary) Land / Air	80% 80%	See Note*
<p><b>Note:</b> Care received Out-of-Network for an Emergency Medical Condition will be provided at the Network level of benefits if the following conditions apply: A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such 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 one of the following conditions: (1) Placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (2) Serious impairment to bodily functions; or (3) Serious dysfunction of any bodily organ or part. If an Out-of-Network Provider is used, however, you are responsible to pay the difference between the Maximum Allowed Amount and the amount the Out-of-Network Provider charges.</p>		
<b>Behavioral Health / Substance Abuse Care</b>		
Hospital Inpatient Services	80%	60%
Outpatient Services (Deductible does not apply)	\$25 co-pay	60%
Physician Services (Home and Office Visits)	\$50 co-pay	60%
<p><b>Coverage for the treatment of Behavioral Health and Substance Abuse Care conditions is provided in compliance with federal law.</b></p> <p><b>Live Health Online Behavioral Health is covered at regular LiveHealth Online benefit level.</b></p>		
<b>Chiropractic Care</b>	\$50 co-pay	60%
• 25 visits per Plan year, combined In-network and Out-of-Network (limitations and exclusions may apply based on medical necessity)		
<b>Dental &amp; Oral Surgery Services</b>	80%	60%
• Accidental Injury to natural teeth (limited to treatment started within 12 months of an Injury to sound, natural teeth)		
• Oral Surgery- Subject to Medical Necessity		
<p><i>Note: Age &amp; duration of coverage limitations are listed in the Covered Benefits section of this booklet.</i></p>		
<b>Diagnostic Physician's Services</b>		
Diagnostic services (including second opinion) by a Physician or Specialist Physician – office visit or home visit:		

Benefits	In-Network	Out-of-Network
<ul style="list-style-type: none"> <li>Primary Care Physician</li> <li>Specialist Physician</li> <li>Diagnostic X-ray and Lab – office or independent lab</li> </ul>	\$25 co-pay \$50 co-pay 80%	60% 60% 60%
<b>Note: Diagnostic services are defined as any claim for services performed to diagnose an illness or Injury.</b>		
<b>Durable Medical Equipment (Purchase &amp; Rental)</b> See Covered Benefits and Exclusions for details	80%	60%
<b>Emergency Room</b>  Emergency room for an Emergency Medical Condition (co-pay waived if admitted; ER co-pay waived if Urgent Care seen first and recommendation is to go to ER)		
All other services	\$250 co-pay  80%	(See note below)
Use of the emergency room for non-Emergency Medical Conditions	Not Covered	Not Covered
<b>Note: Care received Out-of-Network for an Emergency Medical Condition will be provided at the Network level of benefits if the following conditions apply:</b> A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such 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 one of the following conditions: (1) Placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (2) Serious impairment to bodily functions; or (3) Serious dysfunction of any bodily organ or part. If an Out-of-Network Provider is used.		
<b>Eye Care</b>		
<ul style="list-style-type: none"> <li>Routine eye exam (1 per plan year)</li> <li>Office visit – medical eye care exams (treatment of disease or Injury to the eye)</li> <li>Treatment other than office visit</li> </ul>	100% 80% 80%	Not Covered 60% 60%
<b>Hearing Care</b>		
<ul style="list-style-type: none"> <li>Routine Hearing Exam (1 per plan year)</li> <li>Office visit – Audiometric exam / hearing evaluation test</li> <li>Cochlear Implants</li> <li>Hearing devices / hearing aids – one set of hearing aids (one per year) every 5 years. One maintenance or repair up to \$125 per year.</li> </ul>	100% 80% 80%	Not Covered 60% 60%
<b>Home Health Care Services</b>		
<ul style="list-style-type: none"> <li>Maximum Home Care visits            Private Duty Nursing is covered and counts toward the visit maximum;            Includes Home Infusion Therapy (services do not count toward the visit maximum)</li> </ul>	80%	60%  90 visits per Plan year, combined In- and Out-of-Network
<b>Hospice Care Services (No Lifetime Limit)</b>		
	80%	60%

Benefits	In-Network	Out-of-Network
<b>Hospital Inpatient Services – Pre-certification Required</b>		
• Room and board (Semiprivate or ICU/CCU)	80%	60%
• Hospital services and supplies (x-ray, lab, anesthesia, surgery (pre-certification required), Inpatient Physical Therapy, etc.)	80%	60%
• Pre-Admission testing		
• Physician Services:	80%	60%
▶ Surgeon		
▶ Anesthesiologist	80%	60%
▶ Radiologist	80%	80%*
▶ Pathologist	80%	80%*
*Anesthesiologist, radiologist, and pathologist charges are always paid at the In-Network level of benefits (Coinsurance) when providing Inpatient services.		
<b>Maternity Care &amp; Other Reproductive Services</b>		
• Physician's office:	80%	60%
Global care (includes pre-and post-natal, delivery) –		
• Primary Care Physician (includes obstetrician and gynecologist) Coinsurance	80%	60%
• Specialist Physician Coinsurance	80%	60%
• Midwife (pre-certification required)	80%	60%
<b>Physician Hospital / Birthing Center Services (pre-certification required)</b>		
• Physician's services		
• Newborn nursery services (well-baby care)	80%	60%
• Circumcision	80%	60%
	80%	60%
<b>Note:</b> For Well Newborns, no separate deductible applies; the deductible is applied to the Mother's claims only. Newborn stays in the Hospital after the mother is discharged, as well as any stays exceeding 48 hours for a vaginal delivery or 96 hours for a cesarean section, must be pre-certified. <b><i>Newborn must be enrolled within 30 days of birth.</i></b>		
<b><i>All coverage is compliant with the Women's Preventive Health Care Guidelines as defined by the ACA.</i></b>		
<b>Infertility Services</b>		
Covered Services include but are not limited to: In-vitro fertilization and artificial insemination	50%	50%
Infertility Services have a Separate Plan year Maximum		\$20,000,
<b>Note:</b> The \$20,000 maximum per plan year is an In-network and Out-of-Network plan year maximum for comprehensive infertility and ART expenses including injectables and oral infertility drugs. This does not accumulate toward the plan out-of-pocket maximum.		combined In- and Out-of-Network (Includes Pharmacy)

Benefits	In-Network	Out-of-Network
<b>Sterilization Services (Pre-certification required for Inpatient procedures)</b>		
<ul style="list-style-type: none"> <li>• Tubal ligation</li> <li>• Vasectomy</li> <li>• Contraceptives – If services do not meet Women’s Preventive Provision requirements – IUDs, Cervical cap, injections for Depo-Provera or Lunell, diaphragm fittings, and insertion of Norplant are covered</li> </ul>	80%	60%
<b>Medical Supplies and Equipment</b>		
<ul style="list-style-type: none"> <li>▶ Medical Supplies</li> <li>▶ Durable Medical Equipment</li> <li>▶ Orthotics- <i>Foot and Shoe-Medically Necessary</i></li> <li>▶ Prosthetic Appliances (external)</li> <li>▶ In-Network diabetic supplies</li> </ul> Plan limitations may apply	80%	60%
<b>Outpatient Hospital / Facility Services</b>		
<ul style="list-style-type: none"> <li>▶ Outpatient facility</li> <li>▶ Lab and x-ray services</li> <li>▶ Outpatient Physician services (surgeon, anesthesiologist, radiologist, pathologist, etc.)</li> </ul>	80%	60%
<b>Physician Services (Home and Office Visits)</b>		
<ul style="list-style-type: none"> <li>• Primary care Physician per visit</li> <li>• Specialist Physician per visit</li> </ul>	\$25 co-pay \$50 co-pay	60%
<b>Office Surgery</b>		
<b>Online Visits</b> Includes LiveHealth Online All other online providers are covered at same benefit level	80%	60%
<b>Prescription Injectables / Prescription Drugs Dispensed in the Physician’s Office</b>		
<b>Note:</b> Infertility injectables are subject to separate guidelines (See Infertility services above)	80%	60%
<b>Preventive Services (must use In-Network Provider)</b>		
Other Preventive Services <ul style="list-style-type: none"> <li>▶ Annual Physicals</li> <li>▶ Routine age &amp; gender tests</li> <li>▶ Well Baby and Well-Child care</li> <li>▶ Routine immunizations</li> <li>▶ Routine eye exams- Limited to one per Plan year</li> <li>▶ Routine hearing exams- Limited to one per Plan year</li> </ul>	Covered at 100%	Not Covered
<b>Note: Preventive Services must be submitted with a “well” diagnosis.</b>		
<b>Skilled Nursing Facility</b>		
Maximum days	80%	60%
	180 days per Plan year,	

Benefits	In-Network	Out-of-Network																					
	combined In and Out-of Network																						
<b>Surgical Services</b> <ul style="list-style-type: none"> <li>Inpatient and Outpatient services</li> </ul>	80%	60%																					
<b>Surgical Services</b> <ul style="list-style-type: none"> <li><b>Gastric Bypass / Obesity Surgery</b> When Medically Necessary. Pre-Certification Required. Services must be rendered through an Anthem Blue Distinction Center.</li> </ul>	80%	Not covered																					
<p><b>Blue Distinction Bariatric Services Benefit:</b> This benefit description applies to the Bariatric surgery, the pre-determination of eligibility by the Blue Distinction (BD) Bariatric Specialty Care Management unit, travel to a BD Designated Center of Excellence (COE) provider associated with the surgery event, and the after care provided by the BD Bariatric Specialty Care Management unit only.</p> <p><b>Designated BD Bariatric COE:</b> For the Covered Bariatric Procedure, You will pay 80% of the Maximum Allowable Amount. Prior to and after the Covered Bariatric Procedure, Covered Services will be paid as Inpatient Services, Outpatient Services or Physician Home Visits and Office Services depending where the service is performed.</p> <p>Prior to and after the Covered Bariatric Procedure, Covered Services will be paid as Inpatient Services, Outpatient Services or Physician Home Visits and Office Services depending where the service is performed.</p> <p><b>Out of Network Bariatric provider:</b> There is NO benefit</p> <p>Participation in Anthem BD Bariatric Specialty Care Management Program is required for benefits to be considered.</p>																							
<p><b>Therapy Services (Services performed in Provider’s Office)*</b></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">• Physical Therapy</td> <td style="width: 20%; text-align: center;">\$50*</td> <td style="width: 20%; text-align: center;">60%</td> </tr> <tr> <td>• Occupational Therapy</td> <td style="text-align: center;">\$50*</td> <td style="text-align: center;">60%</td> </tr> <tr> <td>• Speech Therapy</td> <td style="text-align: center;">\$50*</td> <td style="text-align: center;">60%</td> </tr> <tr> <td>• Cardiac Rehabilitation</td> <td style="text-align: center;">\$50*</td> <td style="text-align: center;">60%</td> </tr> <tr> <td>• Radiation Therapy</td> <td style="text-align: center;">\$50*</td> <td style="text-align: center;">60%</td> </tr> <tr> <td>• Chemotherapy</td> <td style="text-align: center;">\$50*</td> <td style="text-align: center;">60%</td> </tr> <tr> <td>• Respiratory Therapy</td> <td style="text-align: center;">\$50*</td> <td style="text-align: center;">60%</td> </tr> </table> <p><b>Note:</b> Inpatient therapy services will be paid under the Inpatient Hospital benefit. Not covered for diagnosis of Autistic Disease, Mental Retardation, Developmental Delays or Learning disabilities.</p> <p><b>*Deductible and co-insurance apply if Therapy Services are performed in an Outpatient facility.</b></p> <p>Benefits for Physical Therapy, occupational therapy, and speech therapy are limited to 60 visits per Plan year, combined In- and Out-of-Network. <b>(See Limitations and Exclusions section for information related to certain diagnosis.)</b></p>			• Physical Therapy	\$50*	60%	• Occupational Therapy	\$50*	60%	• Speech Therapy	\$50*	60%	• Cardiac Rehabilitation	\$50*	60%	• Radiation Therapy	\$50*	60%	• Chemotherapy	\$50*	60%	• Respiratory Therapy	\$50*	60%
• Physical Therapy	\$50*	60%																					
• Occupational Therapy	\$50*	60%																					
• Speech Therapy	\$50*	60%																					
• Cardiac Rehabilitation	\$50*	60%																					
• Radiation Therapy	\$50*	60%																					
• Chemotherapy	\$50*	60%																					
• Respiratory Therapy	\$50*	60%																					

Benefits	In-Network	Out-of-Network
<b>Urgent Care</b>		
Urgent Care clinic visit for an Emergency Medical Condition Clinic visit (per visit) Coinsurance  All other services	\$50 co-pay  100%	Covered at In-Network Level
<b>Schedule of Benefits for Transplants</b>	<b>Center of Excellence/Network Transplant Provider</b>	<b>Out-of-Network Transplant Provider</b>
<p><b>Transplants</b> Any Medically Necessary human organ and stem cell/bone marrow transplant and transfusion as determined by the Claims Administrator including necessary acquisition procedures, harvest and storage, including Medically Necessary preparatory myeloablative therapy.</p> <p><b>The Center of Excellence requirements do not apply to</b> Cornea and kidney transplants; and any Covered Services, related to a Covered Transplant Procedure, received prior to or after the Transplant Benefit Period.</p> <p><b>Note:</b> Even if a Hospital is an In-Network Provider for other services, it may not be a Network Transplant Provider for these services. Please be sure to contact the Claims Administrator to determine which Hospitals are Network Transplant Providers. (When calling Customer Service, ask to be connected with the Transplant Case Manager for further information.)</p>	<p><b>Transplant Benefit Period</b> Starts one day prior to a Covered Transplant Procedure and continues for the applicable case rate/global time period. The number of days will vary depending on the type of transplant received and the Center of Excellence Network Transplant Provider agreement. Contact the Customer Service number on your identification card and ask for the Transplant Case Manager for specific Network Transplant Provider information.</p>	<p><b>Transplant Benefit Period</b> Not Covered</p>
<p><b>Covered Transplant Procedure during the Transplant Benefit Period</b></p> <ul style="list-style-type: none"> <li>Care coordinated through a Network Transplant Provider/ Center of Excellence (BDCT facility) 100%</li> <li>When performed by non-BDCT facility Transplant Provider 80%</li> </ul> <p><b>Bone Marrow &amp; Stem Cell Transplant (Inpatient &amp; Outpatient)</b></p> <ul style="list-style-type: none"> <li>Care coordinated through a Network Transplant Provider/ Center of Excellence (BDCT facility) 100%</li> <li>When performed by non-BDCT facility Transplant Provider 80%</li> </ul> <p><b>National Donor Search Services (including complications from the donor procedure for up to six weeks from the date of procurement)</b> Covered, as approved, up to a</p>		<p>Not Covered</p> <p>Not Covered</p> <p>Not Covered</p> <p>Not Covered</p> <p>Not Covered</p>

Benefits	In-Network	Out-of-Network
<b>Eligible Travel and Lodging</b> - Limited to \$10,000 per transplant (\$50 per day allowance for double occupancy)	\$30,000 Lifetime benefit limit  100% when a BDCT facility is used	Not Covered

# ELIGIBILITY

**Members who do not enroll within 30 days of being eligible are considered Late Enrollees. Please refer to the “Late Enrollees” provision in this section.**

## **Coverage for the Employee**

This Benefit Booklet describes the benefits an Employee may receive under this health care Plan. The Employee is also called a Subscriber.

## **Eligible Employees Include:**

The following individuals are considered to be Eligible Employees for purposes of determining eligibility under the Plan:

1. A regularly scheduled full-time or part-time benefits eligible employee of a Participating Employer as defined by the Participating Employer, who is Actively Working; and
2. An Elected Official.

Individuals employed on a part-time (non-benefits eligible), temporary, seasonal, intermittent or contract basis are not considered Eligible Employees under the Plan.

Eligibility for an Eligible Employee who is not Actively Working due to an Approved Leave of Absence will continue in accordance with the section entitled “Termination and Continuation of Coverage.”

## **Coverage for the Employee’s Dependents**

If the Employee is covered by this Plan, the Employee may enroll his or her eligible Dependents. Covered Dependents are also called Members.

## **Eligible Dependents Include:**

- The Employee’s Spouse. For purposes of this Plan, a Spouse is defined as a person who is legally married to the enrolling Employee as recognized by Ohio law.
- The Employee’s Dependent children until the end of month in which he/she turns age 26, legally adopted children from the date the Employee assumes legal responsibility, children for whom the Employee assumes legal guardianship and stepchildren. Also included are the Employee’s children (or children of the Employee’s Spouse) for whom the Employee has legal responsibility resulting from a valid court decree.
- Children who are mentally or physically disabled and totally dependent on the Employee for support, regardless of age, including incapacitated children age 26 or older. To be eligible for coverage as an incapacitated Dependent, the Dependent must have been covered under this Plan or have prior Creditable Coverage prior to reaching age 26. Certification of the disability is required within 30 days of attainment of age 26. A certification form is available from the Employer or from the Claims Administrator and may be required periodically.

***NOTE: The employee is required to provide documentation to Montgomery County Benefits department to verify the eligibility of each family member you elect to cover. Documentation must be received by the Benefits office within 30 days of hire or qualifying life event or at annual enrollment.***

## **Initial Enrollees**

Initial Enrollees and eligible Dependents who were previously enrolled under group coverage which this Plan replaces are eligible for coverage on the Effective Date of this coverage. Any Employer waiting period which was not satisfied under previous Creditable Coverage must be satisfied under this Plan. However, credit will be given for the length of time already served.



## New Hires

Online enrollment must be completed within 30 days from the date of hire. Online enrollment can be completed at [www.mcbenefits.org](http://www.mcbenefits.org). Coverage will be effective based on the 1<sup>st</sup> day of the month following your date of hire. If the Employee fails to enroll when first eligible, the Employee will receive default coverage, and the Employee's Dependents will be treated as Late Enrollees. Please refer to the "Late Enrollees" provision listed below.

## Late Enrollees

If the Employee or the Employee's Dependents do not enroll when first eligible, it will be necessary to wait for the next open enrollment period to add the dependent or make changes to coverage. However, the Employee or the Employee's Dependents may be eligible to make changes due to a qualifying life event.

## ENROLLMENT DUE TO CHANGE IN STATUS/LIFE EVENT

There are a number of circumstances that qualify as a Change in Status or Life Event that allow Eligible Employees to make changes to their benefit enrollment selections during the Plan Year. NOTE: It is the responsibility of the Eligible Employee to notify the Plan if and when a covered spouse and/or dependent are no longer eligible for coverage under the Plan.

The following events qualify as a Change in Status for this purpose:

1. **Marriage:** In the event the Covered Employee marries after his or her Coverage has become effective, the Employee may add his or her legal spouse to the Coverage by completing a change in status request and submitting all required documentation within 30 calendar days of the event to the Montgomery County HR department. In this event, Coverage will be effective on the date of the marriage. In this instance, in addition to the spouse's eligibility, the Eligible Employee and any Dependent Children who are newly acquired as a result of the marriage, who are otherwise eligible under the Plan, and who did not enroll under the Plan when initially eligible or during a subsequent open enrollment period, if applicable, are permitted to enroll during this Change in Status Enrollment period.
2. **Birth or Adoption:** In the event of a birth of a child or adoption or placement of a child, the child and the Eligible Employee and spouse, if not covered, will be eligible to enroll for Coverage under this provision. In this event, a change in status request and all required documentation must be completed and submitted to the Montgomery County HR department within 30 calendar days of the event. Coverage shall be made effective on the birth date of the child, or for an adopted child or child placed for adoption, on the date the Dependent Child becomes an Eligible Dependent.
3. **Loss of Other Coverage:** Eligible Employees who decline enrollment when initially eligible under the Plan due to existing medical benefits under another health plan and state in writing at such time that this is the reason for declining enrollment and subsequently lose coverage under the other plan will be eligible to enroll for Coverage under the Plan. The Eligible Employee must complete a change in status request and submit all required documentation to the Montgomery County HR department within 30 calendar days following the termination of coverage. In this event Coverage shall be made effective the date following the termination of coverage under the prior plan. In this event, loss of coverage must be due to:
  - a. loss of eligibility under the prior coverage;
  - b. exhaustion of COBRA benefits; or
  - c. termination of contributions by the employer under the prior plan.

As used herein, "loss of eligibility" includes but is not limited to the following types of losses:

- a. Loss of eligibility under the other coverage due to divorce, dissolution, or legal separation. In this instance, the Eligible Employee and any Eligible Dependent Children would be eligible to enroll;
- b. Loss of eligibility under the coverage due to cessation of dependency status. In this instance, the Eligible Employee, legal spouse and any Eligible Dependent Children would be eligible to enroll;
- c. Loss of eligibility under the other coverage due to the death of the Employee. In this instance, the Eligible Employee (whose spouse has died) and any eligible Dependent Children would be eligible to enroll;
- d. Loss of eligibility under the other coverage due to termination of employment or reduction of hours. In this instance, the Eligible Employee, legal spouse, and any Eligible Dependent Children would be eligible to enroll;
- e. Loss of eligibility under the other coverage because the individual no longer resides in the service area. In this instance, the Eligible Employee, legal spouse, and any Eligible Dependent Children would be eligible to enroll;
- f. Loss of eligibility under the other coverage because the overall maximum benefit has been reached. In this instance, the Eligible Employee, legal spouse, and any Eligible Dependent Children would be eligible to enroll;
- g. Loss of eligibility under the other coverage because the other employer ceases to provide health care benefits to similarly situated individuals. In this instance, the Eligible Employee, legal spouse, and any Eligible Dependent Children would be eligible to enroll.

#### **4. Qualified Medical Child Support Order**

Eligible Employees who receive a Qualified Medical Child Support Order (QMCSO) to provide health care coverage to one or more Eligible Dependent Children will be eligible to enroll the Eligible Dependent Children under the QMCSO. In this event, a Change in Status Request Form and all required documentation must be completed and submitted to the Plan within 30 calendar days following the effective date of the QMCSO. The effective date for coverage for the Eligible Dependent Children will be the date of the QMCSO. In the event the Eligible Employee does not provide a Change in Status request Form in a timely fashion, the Plan will be required to enroll the Eligible Dependent Children retroactive to the date of the QMCSO.

### **Special Enrollment Periods**

There are special enrollment periods for Employees or Dependents who:

- Originally declined coverage because of other coverage, and
- Exhausted COBRA benefits, lost eligibility for prior coverage, or Employer contributions toward coverage were terminated.

An individual who declined coverage must have certified in writing that he or she was covered by another health plan when he or she initially declined coverage under this Plan in order to later qualify under this special enrollment.

In addition, there are also special enrollment periods for new Dependents resulting from marriages, births or adoptions or placement for adoption. An unenrolled Member may enroll within 30 days of such a special qualifying life event.

### **Important Notes:**

- Individuals enrolled during special enrollment periods are **not** Late Enrollees.
- Individuals or Dependents must request coverage within 30 days of a qualifying life event (i.e., marriage, exhaustion of COBRA, etc.).
- Supporting documentation of the qualifying life event is required and must be furnished by the Employee or the Employee's prior carrier within 30 days of the qualifying event.
- Dependent documentation must be received by the Benefits Office within 30 days of the qualifying event. (see life event section above for a listing)

## **Medicaid and CHIP Special Enrollment/Special Enrollees**

Eligible Employees and Dependents may also enroll under two additional circumstances:

- the Employee's or Dependent's Medicaid or Children's Health Insurance Program (CHIP) coverage is terminated as a result of loss of eligibility; or
- the Employee or Dependent becomes eligible for a subsidy (state premium assistance program)

The Employee or Dependent must request Special Enrollment within 30 days of the loss of Medicaid/CHIP or of the eligibility determination.

## **When Coverage Begins**

If the Employee applies for coverage when first eligible, coverage will be effective on the date of the qualifying life event.

## **Types of Coverage**

The types of coverage available to the Employee are indicated at the time of enrollment through the Montgomery County's benefit website.

## **Changing Coverage (Adding a Dependent)**

You may add new dependents to your Plan by completing an enrollment form and submitting the form and required dependent document to the Montgomery County Benefits office.

Coverage is provided only for those dependents the Employee has reported to the Plan Administrator and added to his or her coverage by completing the enrollment form and submitting proof of dependent eligibility within 30 days of the qualifying life event.

## **COBRA 1993 and Qualified Medical Child Support Orders**

The Omnibus Budget Reconciliation Act of 1993 (OBRA 1993) provides specific rules for the coverage of adopted children and children subject to a Qualified Medical Child Support Order (QMCSO).

An eligible Dependent child includes:

- An adopted child, regardless of whether or not the adoption has become final.
  - An "adopted child" is any person under the age of 18 as of the date of adoption or placement for adoption. "Placement for adoption" means the assumption and retention by the Employee of the legal obligation for the total or partial support of a child to be adopted. Placement ends whenever the legal support obligation ends.
- A child for whom an Employee has received an MCSO (a "Medical Child Support Order") which has been determined by the Employer or Plan Administrator to be a Qualified Medical Child Support Order ("QMCSO").
  - Upon receipt of a QMCSO, the Employer or Plan Administrator will inform the Employee and each affected child of its receipt of the order and will explain the procedures for determining if the order is a QMCSO. The Employer will subsequently notify the Employee and the child(ren) of the determination.

A QMCSO cannot require the Employer to provide any type or form of benefit that it is not already offering.

## **Family and Medical Leave**

If a covered Employee ceases active employment due to an Employer-approved medical leave of absence, in accordance with the Family and Medical Leave Act of 1993 (FMLA), coverage will be continued for up to 12 weeks under the same terms and conditions which would have applied had the Employee continued in active employment. The Employee must pay his or her contribution share toward the cost of coverage, if any contribution is required.

## **Changing Coverage or Removing a Dependent**

When any of the following events occur, notify the Employer and remove the former dependent from the online benefits enrollment system within 30 days of the life event:

- Divorce;
- Death of an enrolled family member (a different type of coverage may be necessary);
- Dependent child reaches age 26 (see “When Coverage Terminates”);
- Enrolled Dependent child becomes totally or permanently disabled.

# SUMMARY OF BENEFITS

**Note: Capitalized terms such as Covered Services, Medical Necessity, and Out-of-Pocket Maximum are defined in the “Definitions” Section.**

## Introduction

Your health Plan is a Preferred Provider Organization (PPO) which is a comprehensive Plan. The Plan is divided into two sets of benefits: Network and Out-of-Network. If you choose a Network Provider, you will receive Network benefits. Utilizing this method means you will not have to pay as much money; Your Out-of-Pocket expenses will be higher when you use Out-of-Network Providers. Providers are compensated using a variety of payment arrangements, including fee for service, per diem, discounted fees, and global reimbursement.

**All Covered Services must be Medically Necessary, and coverage or certification of services that are not Medically Necessary may be denied.**

## BlueCard® PPO Program

Nationwide, Blue Cross and Blue Shield plans have established Preferred Provider Organization (PPO) networks of physicians, hospitals, and other healthcare providers. As a PPO Member, You have access to these networks through the BlueCard PPO Program. The suitcase logo on Your I.D. card indicates that you are a Member of the BlueCard PPO Program. Visit [www.anthem.com](http://www.anthem.com), and select the “PPO/EPO” network; or call the Customer Service number on your identification card to locate participating providers.

The BlueCard program helps reduce your costs when you access covered Out-of-Network care throughout the United States (to receive Network benefits, you must use a provider in the BlueCard PPO program). Simply show your Identification Card with the PPO in a suitcase logo, and you will benefit from discounts that these BlueCard providers have agreed to extend to their local Blue Cross and/or Blue Shield plan. Be sure to verify that the provider participates in the BlueCard Program. To do so, visit [www.anthem.com](http://www.anthem.com) and select the “Traditional/Indemnity” network. Services rendered by these providers will be considered Out-of-Network, but will generally cost less than services provided by other Out-of-Network Provider.

## BlueCard® Worldwide

Need emergency services when traveling outside the United States? The BlueCard Worldwide program provides coverage through an international network of hospitals, doctors and other healthcare providers. With this program, you’re assured of receiving care from licensed healthcare professionals. The program also assures that at least one staff member at the Hospital will speak English, or the program will provide translation assistance. To find participating providers, visit [www.bcbs.com](http://www.bcbs.com) and click on “Healthcare Anywhere.” In order to access the international directory of providers, you will need to enter Your Anthem identification number that is located on the front of your identification card.

## Copayment

Certain Network services may be subject to a Copayment amount which is a flat-dollar amount you will be charged at the time services are rendered.

Copayments are the responsibility of the Member. Any Copayment amounts required are shown in the **Schedule of Benefits**. Unless otherwise indicated, services which are not specifically identified in this Benefit Booklet as being subject to a Copayment are subject to the **calendar year Out-of-Pocket Maximum** and payable at the **percentage payable** in the **Schedule of Benefits**.

## **Plan Year Deductible**

Before the Plan begins to pay benefits (except certain benefits which are subject to Copayment instead of Deductible), you must meet any Deductible required. You must satisfy one Deductible for each type of coverage as explained in the **Schedule of Benefits**. Deductible requirements are stated in the **Schedule of Benefits**.

# HEALTH CARE MANAGEMENT - PRECERTIFICATION

Health Care Management includes the processes of Precertification, Predetermination and Post Service Clinical Claims Review. Its purpose is to promote the delivery of cost-effective medical care to all Members by reviewing the use of appropriate procedures, setting (place of service), and resources and optimizing the health of the Members the Claims Administrator serves. These processes are described in the following section.

If you have any questions regarding the information contained in this section, you may call the Customer Service telephone number on your identification card or visit [www.anthem.com](http://www.anthem.com).

## Types of Requests:

**Precertification** – A required review of a service, treatment or admission for a benefit coverage determination which must be obtained prior to the service, treatment or admission start date. For emergency admissions, you, your authorized representative or Physician must notify The Claims Administrator within 2 business days after the admission or as soon as possible within a reasonable period of time. For childbirth admissions, Precertification is not required unless there is a complication and/or the mother and baby are not discharged at the same time.

**Predetermination** – An optional, voluntary Prospective or Concurrent request for a benefit coverage determination for a service or treatment. The Claims Administrator will review your Plan to determine if there is exclusion for the service or treatment. If there is a related clinical coverage guideline, the benefit coverage review will include a review to determine whether the service meets the definition of Medical Necessity under this Plan or is Experimental/Investigative as that term is defined in this Plan.

**Post Service Clinical Claims Review**– A Retrospective review for a benefit coverage determination to determine the Medical Necessity or Experimental/Investigative nature of a service, treatment or admission that did not require Precertification and did not have a Predetermination review performed. Medical Reviews occur for a service, treatment or admission in which the Claims Administrator has a related clinical coverage guideline and are typically initiated by the Claims Administrator.

## Failure to Obtain Precertification Penalty:

**IMPORTANT NOTE: IF YOU OR YOUR PROVIDER DOES NOT OBTAIN THE REQUIRED PRECERTIFICATION FOR OUT-OF-NETWORK SERVICES, A \$400 PENALTY PER OCCURRENCE WILL APPLY AND WILL NOT COUNT TOWARD YOUR DEDUCTIBLE OR ANNUAL OUT OF POCKET MAXIMUM.**

***The following list is not all inclusive and is subject to change; please call the Customer Service telephone number on Your Identification Card to confirm the most current list and requirements for Your Plan.***

## Inpatient Admission:

- All acute Inpatient, Skilled Nursing Facility, Long Term Acute Rehabilitation, and Obstetrical delivery stays beyond the 48/96 hour Federal mandate length of stay minimum (including newborn stays beyond the mother's stay)
- Emergency Admissions (requires Plan notification no later than 2 business days after admission)

### **Outpatient Services:**

- Air Ambulance (does not include 911 initiated emergency transport)
- Bariatric surgery
- Breast Procedures; including Reconstructive Surgery, Implants and other Breast Procedures
- Cochlear Implants and Auditory Brainstem Implants
- DME/Prosthetics
  - Hospital Beds, Rocking Beds, and Air Beds
  - Power Wheeled Mobility Devices
  - External (Portable) Continuous Insulin Infusion Pump
  - Prosthetics: Electronic or externally powered and select other prosthetics
  - Custom made and /or Custom fitted prefabricated orthotics and braces
- Functional Endoscopic Sinus Surgery
- Genetic Testing for Cancer Susceptibility
- Implanted Spinal Cord Stimulators
- Lumbar spinal surgeries
- Nasal/Sinus Surgery for the Treatment of Obstructive Sleep Apnea (OSA) (Including Radiofrequency Ablation of Nasal Turbinates for Nasal Obstruction with or without OSA), Surgical Treatment of Migraine Headaches: Septoplasty
- Plastic/Reconstructive surgeries:
  - Blepharoplasty
  - Rhinoplasty
  - Panniculectomy, Diastasis Recti Repair
  - Insertion/Injection of Prosthetic Material Collagen Implants
  - Chin Implant, Mentoplasty, Osteoplasty Mandible
- Private Duty Nurse services in the home setting

### **Human Organ and Bone Marrow/Stem Cell Transplants**

- Inpatient admissions for **ALL** solid organ and bone marrow/stem cell transplants (Including Kidney only transplants)
- All Outpatient services for the following:
  - Stem Cell/Bone Marrow transplant (with or without myeloablative therapy)
  - Donor Leukocyte Infusion

### **Mental Health/Substance Abuse (MHSA):**

#### **Pre-certification Required**

- Acute Inpatient Admissions
- Electric Convulsive Therapy (ECT)
- Employer Group Specific
  - Intensive Outpatient Therapy (IOP)
  - Partial Hospitalization (PHP)
- Residential Care

#### **Outpatient Therapy**

- May be required after the initial twelve (12) visits. Please call the customer service number on your ID card for details.

### **Referrals:**

**Requests for Out-of-Network Referrals for care that the Claims Administrator determines are Medically Necessary may be pre-authorized, based on network adequacy.**



Utilizing a Provider outside of the Network may result in significant additional financial responsibility for you, because your health benefit plan cannot prohibit Out-of-Network Provider from billing you for the difference between the Provider's charge and the benefit the Plan provides.

The ordering Provider, facility or attending Physician should contact the Claims Administrator to request a Precertification or Predetermination review ("requesting Provider"). The Claims Administrator will work directly with the requesting Provider for the Precertification request. However, you may designate an authorized representative to act on your behalf for a specific request. The authorized representative can be anyone who is 18 years of age or older.

Who is responsible for Precertification?	
<b>Services provided by an In-Network Provider, including BlueCard Providers in the service areas of Anthem Blue Cross and Blue Shield (CO, CT, IN, KY, ME, MO, NH, NV, OH, VA, WI); Anthem Blue Cross (CA); Empire Blue Cross Blue Shield; Blue Cross Blue Shield of Georgia; and any future affiliated Blue Cross and/or Blue Shield plans resulting from a merger or acquisition by the Claims Administrator's parent company.</b>	<b>Services provided by BlueCard providers outside the service areas of the states listed in the column to the left, BlueCard providers in other states not listed, and any Out-of-Network/Non-Participating Provider.</b>
Provider is responsible for Precertification.	<ul style="list-style-type: none"> <li>• Member is responsible for Precertification.</li> <li>• Member is financially responsible for service and/or setting that are not covered under this Plan based on an Adverse Determination of Medical Necessity or Experimental/Investigative.</li> </ul>

The Claims Administrator will utilize its clinical coverage guidelines, such as medical policy and other internally developed clinical guidelines, and preventative care clinical coverage guidelines, to assist in making Medical Necessity decisions. The Claims Administrator reserves the right to review and update these clinical coverage guidelines periodically. Your Employer's Group Health Plan Document takes precedence over these guidelines.

**You are entitled to receive, upon request and free of charge, reasonable access to any documents relevant to your request. To request this information, contact the Customer Service telephone number on your identification card.**

**Request Categories:**

- **Urgent** – A request for Precertification or Predetermination that in the opinion of the treating Provider or any Physician with knowledge of the Member's medical condition, could in the absence of such care or treatment, seriously jeopardize the life or health of the Member or the ability of the Member to regain maximum function or subject the Member to severe pain that cannot be adequately managed without such care or treatment.
- **Prospective** – A request for Precertification or Predetermination that is conducted prior to the service, treatment or admission.
- **Concurrent** - A request for Precertification or Predetermination that is conducted during the course of treatment or admission.
- **Retrospective** - A request for Precertification that is conducted after the service, treatment or admission has occurred. Post Service Clinical Claims Review is also retrospective. Retrospective

review does not include a review that is limited to an evaluation of reimbursement levels, veracity of documentation, accuracy of coding or adjudication of payment.

**Decision and Notification Requirements**

Timeframes and requirements listed are based in general on federal regulations. You may call the telephone number on your membership card for additional information.

<b>Request Category</b>	<b>Timeframe Requirement for Decision and Notification</b>
Prospective Urgent	72 hours from the receipt of request
Prospective Non-Urgent	15 calendar days from the receipt of the request
Concurrent when hospitalized at time of request	72 hours from request and prior to expiration of current certification
Other Concurrent Urgent when request is received more than 24 hours before the expiration of the previous authorization	24 hours from the receipt of the request
Concurrent Urgent when request is received less than 24 hours before the expiration of the previous authorization or no previous authorization exists	72 hours from the receipt of the request
Concurrent Non-Urgent	15 calendar days from the receipt of the request
Retrospective	30 calendar days from the receipt of the request

If additional information is needed to make a decision, the Claims Administrator will notify the requesting Provider and send written notification to you or your authorized representative of the specific information necessary to complete the review. If The Claims Administrator does not receive the specific information requested or if the information is not complete by the timeframe identified in the written notification, a decision will be made based upon the information in the Claims Administrator’s possession.

The Claims Administrator will provide notification of its decision in accordance with federal regulations.

Notification may be given by the following methods:

**Verbal:** oral notification given to the requesting provider via telephone or via electronic means if agreed to by the provider.

**Written:** mailed letter or electronic means including email and fax given to, at a minimum, the requesting provider and the Member or authorized Member representative.

**Precertification does not guarantee coverage for or payment of the service or procedure reviewed. For benefits to be paid, on the date you receive service:**

1. You must be eligible for benefits;
2. the service or surgery must be a covered benefit under your Plan;
3. the service cannot be subject to an exclusion under your Plan; and
4. You must not have exceeded any applicable limits under your Plan.

## **CARE MANAGEMENT**

Care Management is a Health Care Management service designed to help promote the timely coordination of services for Members with health-care related needs due to serious, complex, and/or chronic medical conditions. The Claims Administrator's Care Management programs coordinate health care benefits and available services to help meet health-related needs of Members who are invited and agree to participate in the Care Management Program.

Care Management programs are confidential and voluntary. These programs are provided at no additional cost to you and do not affect Covered Services in any way. Licensed health care professionals trained in care management and familiar with the benefit plan provide these services.

For Members who meet program requirements/criteria and who agree to participate in a Care Management program, a licensed health care professional completes an assessment and develops an individualized plan designed to help meet their identified health care related needs. This is achieved through communication, and collaboration with the Member and/or Member's designated representative, treating Physician(s), and other Providers. The licensed health care professional remains in contact with the Member by telephone on a periodic basis to help accomplish the goals of the plan.

In addition to coordinating benefits, the licensed health care professional may assist with coordination of care with existing community-based programs and services to meet the Member's needs. Care coordination may include referrals to external agencies and available community-based programs and services.

# COVERED BENEFITS

Payment terms apply to all Covered Services. Please refer to the Schedule of Benefits for details.

All Covered Services must be Medically Necessary, whether provided through In-Network Providers or Out-of-Network Provider.

## Abortion

**(Therapeutic Only)** - Your Plan includes benefits for a therapeutic abortion, which is an abortion recommended by a Provider that is performed to save the life or health of the mother, or as a result of incest or rape reported to a law enforcement agency. Your Plan **does not** provide benefits for an elective (voluntary) abortion, which is an abortion performed for reasons other than those described above.

## Ambulance Service

Local service to the closest appropriate Hospital in connection with care for a Medical Emergency or if otherwise Medically Necessary. Such service also covers your transfer from one Hospital to another if Medically Necessary. Air ambulance is covered subject to Medical Necessity.

## Assistant Surgery

Services rendered by an assistant surgeon are covered based on Medical Necessity.

## Behavioral Health Care and Substance Abuse Treatment

See the Schedule of Benefits for any applicable Deductible, Coinsurance/Copayment information. Coverage for the diagnosis and treatment of Behavioral Health Care and Substance Abuse Treatment on an Inpatient or Outpatient basis will not be subject to Deductibles or Copayment/Coinsurance provisions that are less favorable than the Deductibles or Copayment/Coinsurance provisions that apply to a physical illness as covered under this Benefit Booklet.

## Hospital Inpatient Care

Benefits for Inpatient Hospital and Physician charges are Covered Services.

## Professional Outpatient Care

Covered Services include:

- Professional care in the Outpatient department of a Hospital;
- Physician's office visits; and
- Services within the lawful scope of practice of a licensed, approved provider.

## Residential Treatment

Benefits also include services for Substance Abuse Residential Treatment which is specialized 24 hour care that occurs in a licensed Residential Treatment Center (RTC) or intermediate care facility. It offers individualized and intensive treatment in a residential setting and includes:

- observation and assessment by a psychiatrist weekly or more frequently
- an individualized program of rehabilitation, therapy, education, and recreational or social activities in compliance with existing law

Residential treatment provides an intermediate-term approach to treatment that attempts to return the patient to the community.

**Note:** To be reimbursable, care must be given by a psychiatrist, psychologist, neuropsychologist, or a mid-level provider such as a licensed clinical social worker, mental health clinical nurse specialist, a marriage and family therapist, or a licensed professional counselor.

## Online Visits

When available in Your area. Covered Services include a medical visit with the Doctor using the internet by a webcam, chat or voice. Online visits do not include reporting normal lab or other test results, requesting office visits, getting answers to billing, insurance coverage or payment questions, asking for referrals to doctors outside the online care panel, benefit precertification, or Doctor to Doctor discussions.

## Bariatric Services (Obesity)

Surgical treatment of obesity is only covered for patients meeting Medical Necessity criteria, as defined by the Plan. Pre-certification is required, and coverage is only provided for gastric bypass, vertically banded gastroplasty and adjustable gastric banding procedure (lap band). See the **Schedule of Benefits** for benefit limitations, Deductible, Coinsurance and Copayment amounts.

Gastric bypass and gastric restrictive procedures with a Roux-en-Y procedure up to 150 cm, laparoscopic adjustable gastric banding (for example, the Lap-Band® System or the REALIZE™ Adjustable Gastric Band), vertical banded gastroplasty, biliopancreatic bypass with duodenal switch, and sleeve gastrectomy (open or laparoscopic) are considered **medically necessary** for the treatment of clinically severe obesity for selected adults (18 years and older) who meet ALL the following criteria:

1. BMI of 40 or greater, or BMI of 35 or greater with an obesity-related co-morbid condition including, but not limited to:
  - diabetes mellitus; **or**
  - cardiovascular disease; **or**
  - hypertension; **or**
  - life threatening cardio-pulmonary problems, (e.g., severe obstructive sleep apnea, Pickwickian syndrome, obesity related cardiomyopathy); **AND**
2. The individual must have actively participated in non-surgical methods of weight reduction; these efforts must be fully appraised by the physician requesting authorization for surgery; **AND**
3. The physician requesting authorization for the surgery must confirm the following:
  - The individual's psychiatric profile is such that the candidate is able to understand, tolerate and comply with all phases of care and is committed to long-term follow-up requirements; and
  - The candidate's post-operative expectations have been addressed; and
  - The individual has undergone a preoperative medical consultation and is felt to be an acceptable surgical candidate; and
  - The individual has undergone a preoperative mental health assessment and is felt to be an acceptable candidate; and
  - The individual has received a thorough explanation of the risks, benefits, and uncertainties of the procedure; and
  - The candidate's treatment plan includes pre- and post-operative dietary evaluations and nutritional counseling; and
  - The candidate's treatment plan includes counseling regarding exercise, psychological issues and the availability of supportive resources when needed.

Surgical repair following gastric bypass and gastric restrictive procedures is considered **medically necessary** when there is documentation of a surgical complication related to the original surgery, such as a fistula, obstruction, erosion, disruption/leakage of a suture/staple line, band herniation, or pouch enlargement due to vomiting.

## Bariatric Surgery - Requires precertification

### Blue Distinction Bariatric Surgery Benefit

Blue Distinction is a national designation program which recognizes hospitals that have demonstrated expertise in delivering quality specialty care for patients with highly complex medical needs.

Your Employer has implemented the following benefit requirements related to the use of designated Blue Distinction facilities.

Covered Bariatric Procedure(s). This benefit applies to the following Medically Necessary bariatric procedure(s) as determined by the Claims Administrator:

### **Breast Cancer Care**

Covered Services are provided for Inpatient care following a mastectomy or lymph node dissection until the completion of an appropriate period of stay as determined by the attending Physician in consultation with the Member. Follow-up visits are also included and may be conducted at home or at the Physician's office as determined by the attending Physician in consultation with the Member.

### **Breast Reconstructive Surgery**

Covered Services are provided following a mastectomy for reconstruction of the breast on which the mastectomy was performed, surgery and reconstruction of the other breast to produce a symmetrical appearance, and prostheses and treatment of physical complications, including lymphedemas.

### **Cardiac Rehabilitation**

Covered Services are provided as outlined in the **Schedule of Benefits**.

### **Chiropractic Care**

Services by a Physician, a licensed chiropractor (D.C.) as outlined in the **Schedule of Benefits**. All services rendered must be within the lawful scope of practice of, and rendered personally by, the individual provider. No coverage is available when such services are requested due to by Developmental Delay.

### **Consultation Services**

Covered when the special skill and knowledge of a consulting Physician is required for the diagnosis or treatment of an illness or Injury. Second surgical opinion consultations are covered.

Staff consultations required by Hospital rules are excluded. Referrals, the transfer of a patient from one Physician to another for treatment, are not consultations under this Plan.

### **Dental Services**

#### **Related to Accidental Injury**

Your Plan includes benefits for Hospital charges and anesthetics for dental work required for the initial repair of an Injury to the jaw, sound natural teeth, mouth or face which are required as a result of an accident and are not excessive in scope, duration, or intensity to provide safe, adequate, and appropriate treatment without adversely affecting the Member's condition. Injury as a result of chewing or biting is not considered an Accidental Injury.

For patients age 19 and older: "Initial" dental work to repair injuries due to an accident means performed within 12 months from the Injury and within 12 months of the Member's Effective Date. Treatment must be completed within 12 months of the initial treatment.

For patients under age 19: "Initial" dental work to repair injuries due to an accident means performed within 12 months from the Injury and within 12 months of the Member's Effective Date. Treatment may take longer than 12 months but will be covered if treatment plan is submitted and approved within 12 months of the accident.

## Diabetes

Diabetes self-management training is covered for an individual with insulin dependent diabetes, non-insulin dependent diabetes, or elevated blood glucose levels induced by pregnancy or another medical condition when:

- Medically Necessary;
- Ordered in writing by a Physician or a podiatrist; and
- Provided by a Health Care Professional who is licensed, registered, or certified under state law.

For the purposes of this provision, a "Health Care Professional" means the Physician or podiatrist ordering the training or a Provider who has obtained certification in diabetes education by the American Diabetes Association.

Unless specified above, not covered under the Preventive/Well Care benefit are charges for:

- Services which are covered to any extent under any other part of this plan;
- Services which are for diagnosis or treatment of a suspected or identified illness or injury;
- Exams given during your stay for medical care;
- Services not given by a physician or under his or her direction;
- Psychiatric, psychological, personality or emotional testing or exams;
- Services and supplies furnished by an Out-of-Network Provider.

### Important Reminder

Refer to the *Schedule of Benefits* for details about any applicable deductibles, payment percentage, benefit maximums and frequency and age limits for physical exams.

## Dialysis Treatment

The Plan covers Covered Services for Dialysis treatment. If applicable, the Plan will pay secondary to Medicare Part B, even if a Member has not applied for eligible coverage available through Medicare.

## Durable Medical Equipment

Covered services include the rental charge up to the purchase price of the equipment. In addition to meeting criteria for Medical Necessity, and applicable pre-certification requirements, the equipment must also be used to improve the functions of a malformed part of the body or to prevent or slow further decline of the Member's medical condition. The equipment must be ordered and/or prescribed by a Physician and be appropriate for in-home use.

The equipment must meet the following criteria:

- It can stand repeated use;
- It is manufactured solely to serve a medical purpose;
- It is not merely for comfort or convenience;
- It is normally not useful to a person not ill or Injured;
- It is ordered by a Physician;
- The Physician certifies in writing the Medical Necessity for the equipment. The Physician also states the length of time the equipment will be required. The Plan may require proof at any time of the continuing Medical Necessity of any item;
- It is related to the Member's physical disorder.

## Emergency Services

Life-threatening Medical Emergency or Serious Accidental Injury.

Coverage is provided for Hospital emergency room care including a medical screening examination that is within the capability of the emergency department of a Hospital, including ancillary services routinely available to the emergency department to evaluate an Emergency Medical Condition; and within the capabilities of the staff and facilities available at the Hospital, such further medical examination and treatment as are required to Stabilize the patient. Emergency Service care does not require any prior authorization from the Plan.

Stabilize means, with respect to an Emergency Medical Condition: to provide such medical treatment of the condition as may be 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 individual from a facility. With respect to a pregnant woman who is having contractions, the term “stabilize” also means to deliver (including the placenta), if there is inadequate time to affect a safe transfer to another Hospital before delivery or transfer may pose a threat to the health or safety of the woman or the unborn child.

The Maximum Allowed Amount for emergency care from a Non-In-Network Provider will be:

- The amount negotiated with In-Network Providers for the Emergency service furnished;
- The amount for the Emergency Service calculated using the same method the Administrator generally uses to determine payments for Non-Network services but substituting the In-Network cost-sharing provisions for the Non-Network cost-sharing provisions; or
- The amount that would be paid under Medicare for the Emergency Service.

The Coinsurance percentage payable for both In-Network and Out-of-Network are shown in the Schedule of Benefits.

### **General Anesthesia Services**

Covered when ordered by the attending Physician and administered by another Physician who customarily bills for such services, in connection with a covered procedure.

Such anesthesia service includes the following procedures which are given to cause muscle relaxation, loss of feeling, or loss of consciousness:

- spinal or regional anesthesia;
- injection or inhalation of a drug or other agent (local infiltration is excluded).

Anesthesia services administered by a Certified Registered Nurse Anesthetist (CRNA) are only covered when billed by the supervising anesthesiologist.

### **Home Health Care Services**

Home Health Care provides a program for the Member’s care and treatment in the home. Your coverage is outlined in the **Schedule of Benefits**. The program consists of required intermittent skilled care, which may include observation, evaluation, teaching and nursing services consistent with the diagnosis, established and approved in writing by the Member’s attending Physician. Services may be performed by either In-Network or Out-of-Network Provider.

#### **Some special conditions apply:**

- The Physician’s statement and recommended program must be pre-certified.
- Claims will be reviewed to verify that services consist of skilled care that is medically consistent with the diagnosis.

**Note:** Covered Services available under Home Health Care do NOT reduce Outpatient benefits available under the Physical Therapy section shown in this Plan.

- A Member must be essentially confined at home.

#### **Covered Services:**

- Visits by an RN or LPN. Benefits cannot be provided for services if the nurse is related to the Member.
- Visits by a qualified physiotherapist or speech therapist and by an inhalation therapist certified by the National Board of Respiratory Therapy.



- Visits to render services and/or supplies of a licensed Medical Social Services Worker when Medically Necessary to enable the Member to understand the emotional, social, and environmental factors resulting from or affecting the Member's illness.
- Visits by a Home Health Nursing Aide when rendered under the direct supervision of an RN.
- Nutritional guidance when medically necessary.
- Administration or infusion of prescribed drugs.
- Oxygen and its administration.

**Covered Services for Home Health Care do not include:**

- Food, housing, homemaker services, sitters, home-delivered meals.
- Home Health Care services which are not medically necessary or of a non-skilled level of care.
- Services and/or supplies which are not included in the Home Health Care plan as described.
- Services of a person who ordinarily resides in the Member's home or is a member of the family of either the Member or Member's Spouse.
- Any services for any period during which the Member is not under the continuing care of a Physician.
- Convalescent or Custodial Care where the Member has spent a period of time for recovery of an illness or surgery and where skilled care is not required or the services being rendered are only for aid in daily living, i.e., for the convenience of the Member.
- Any services or supplies not specifically listed as Covered Services.
- Routine care and/or examination of a newborn child.
- Dietician services.
- Maintenance therapy.
- Dialysis treatment.
- Purchase or rental of dialysis equipment.

## Hospice Care Services

Hospice benefits cover Inpatient and Outpatient services for patients certified by a Physician as terminally ill with a life expectancy of six months or less. Hospice Services are subject to pre-certification.

Your Plan provides Covered Services for Inpatient and Outpatient Hospice care as stated in the **Schedule of Benefits**. The Hospice treatment program must:

- Be recognized as an approved Hospice program by the Claims Administrator;
- Include support services to help covered family members deal with the Member's death; and
- Be directed by a Physician and coordinated by an RN with a treatment plan that:
  - provides an organized system of home care;
  - uses a Hospice team; and
  - has around-the-clock care available.

To qualify for Hospice care, the attending Physician must certify that the Member is not expected to live more than six months. Also, the Physician must design and recommend a Hospice Care Program.

## Hospital Services

You may receive treatment at an In-Network or an Out-of-Network Hospital. However, payment is significantly reduced if services are received at an Out-of-Network Hospital. Your Plan provides Covered Services when the following services are Medically Necessary.

### In-Network

#### Inpatient Services

- Inpatient room charges. Covered Services include Semiprivate Room and board, general nursing care and intensive or cardiac care. If you stay in a private room, the Maximum Allowed Amount is based on the Hospital's prevalent semi-private rate. If you are admitted to a Hospital that has only private rooms, the Maximum Allowed Amount is based on the Hospital's prevalent room rate.

### Service and Supplies

- Services and supplies provided and billed by the Hospital while you're an Inpatient, including the use of operating, recovery and delivery rooms. Laboratory and diagnostic examinations, intravenous

solutions, basal metabolism studies, electrocardiograms, electroencephalograms, x-ray examinations, and radiation and speech therapy are also covered.

- Convenience items (such as radios, TV's, record, tape or CD players, telephones, visitors' meals, etc.) will not be covered.

### **Length of Stay**

- Determined by Medical Necessity.

### **Out-of-Network**

#### Hospital Benefits

If you are confined in an Out-of-Network Hospital, your benefits will be significantly reduced, as explained in the "**Schedule of Benefits**" section.

### **Outpatient Hospital Services**

The Plan provides Covered Services when the following Outpatient services are Medically Necessary: pre-admission tests, surgery, diagnostic X-rays and laboratory services. Certain procedures require pre-certification.

### **Hospital Visits**

The Physician's visits to his or her patient in the Hospital. Covered Services are limited to one daily visit for each attending Physician specialty during the covered period of confinement.

### **Human Organ and Tissue Transplant Services**

#### **Notification**

The Plan strongly encourages the Member to call the Claims Administrator's transplant department to discuss benefit coverage when it is determined a transplant may be needed. Contact the customer service telephone number on your identification card and ask for the transplant coordinator. The Claims Administrator will then assist the Member in maximizing their benefits by providing coverage information including details regarding what is covered and whether any medical policies, network requirements or benefit booklet exclusions are applicable. Failure to obtain this information prior to receiving services could result in increased financial responsibility for the Member.

#### **Covered Transplant Benefit Period**

Starts one day prior to a covered transplant procedure and continues for 364 days. If, within this time frame, a second covered transplant procedure occurs, the covered transplant Benefit Period will begin one day prior to the second covered transplant procedure and continue for 364 days.

#### **Transportation and Lodging**

The Plan will provide assistance with reasonable and necessary travel expenses as determined by the Claims Administrator when you obtain prior approval and are required to travel more than 75 miles from your residence to reach the facility where your covered transplant procedure will be performed. The Plan's assistance with travel expenses includes transportation to and from the facility and lodging for the transplant recipient Member and one companion for an adult Member, or two companions for a child patient. The Member must submit itemized receipts for transportation and lodging expenses in a form satisfactory to the Claims Administrator when claims are filed. Contact the Claims Administrator for detailed information. The Claims Administrator will follow Internal Revenue Service (IRS) guidelines in determining what expenses can be paid.

### **Licensed Speech Therapist Services**

Services must be ordered and supervised by a Physician as outlined in the **Schedule of Benefits**. Speech Therapy is not covered when rendered for the treatment of Developmental Delay.

### **Maternity Care**

Covered Services are provided for In-Network Maternity Care subject to the benefit stated in the **Schedule of Benefits**. If you choose an Out-of-Network Provider, benefits are subject to the Out-of-network Deductible and percentage payable provisions as stated in the **Schedule of Benefits**.

Routine delivery and newborn nursery care is part of the mother's maternity benefits. Benefits are provided for well-baby pediatrician visits performed in the Hospital. Expenses for newborns beyond birth are subject to separate deductible and Out-of-Pocket Max.

Should the newborn require other than routine nursery care, the baby will be admitted to the Hospital in his or her own name. **(NOTE: In this event, a change in status request and all required documentation must be completed and submitted to the Montgomery County HR department within 30 calendar days of the event)**

Under federal law, the Plan may not restrict the length of stay to less than the 48/96 hour periods or require pre-certification for either length of stay. The length of hospitalization which is Medically Necessary will be determined by the Member's attending Physician in consultation with the mother. Should the mother or infant be discharged before 48 hours following a normal delivery or 96 hours following a cesarean section delivery, the Member will have access to two post-discharge follow-up visits within the 48 or 96 hour period. These visits may be provided either in the Physician's office or in the Member's home by a Home Health Care Agency. The determination of the medically appropriate place of service and the type of provider rendering the service will be made by the Member's attending Physician.

## **Infertility Services**

Your Plan also includes benefits for the diagnosis and treatment of Infertility. Covered Services include diagnostic and exploratory procedures to determine whether a Member suffers from Infertility. This includes surgical procedures to correct any diagnosed disease or condition affecting the reproductive organs. This includes, but is not limited to, endometriosis, (tissue lining the uterus moves to other parts of the body), collapsed/clogged fallopian tubes or testicular failure. Covered fertilization services include artificial insemination and in-vitro fertilization procedures. See the **Schedule of Benefits** for benefit limitations, Deductible, Coinsurance and Copayment amounts.

## **Medical Care**

General diagnostic care and treatment of illness or Injury. Some procedures require pre-certification.

## **Mental Health Services (also see Substance Abuse Services)**

The Plan will cover Mental Health Services for the care and treatment of alcoholism, substance abuse and mental disorders. Not all types of services are covered, for example, educational services and certain types of therapies are not covered. Covered expenses include charges made for treatment of mental disorders by behavioral health providers. In addition to meeting all other conditions for coverage, the treatment must meet the following criteria:

- There is a written treatment plan prescribed and supervised by a behavioral health provider;
- The plan includes follow-up treatment; and
- The plan is for a condition that can favorably be changed.

Benefits are payable for charges incurred in a hospital, psychiatric hospital, residential treatment facility or behavioral health provider's office for the treatment of mental disorders as follows:

**Inpatient Treatment** – Covered expenses include charges for room and board at the semi-private room rate, and other services and supplies provided during the stay in a hospital, psychiatric hospital, or residential treatment facility. Inpatient benefits are only payable if the condition requires services that are only available in an inpatient setting.

**Partial Confinement Treatment** – Covered expenses include charges made for partial confinement treatment provided in a facility or program for the intermediate short-term or medically-directed intensive treatment of a mental disorder. Such benefits are payable if your condition requires services that are only available in a partial confinement treatment setting.

**Outpatient Treatment** – Covered expenses include charges for treatment received while not confined as a full-time inpatient in a hospital, psychiatric hospital, or residential treatment facility. The Plan covers partial hospitalization services (more than 4 hours, but less than 24 hours per day) provided in a facility or program for the intermediate short-term or medically-directed intensive treatment. The partial hospitalization will only be covered if inpatient care would be needed if the covered individual were not admitted to this type of facility.

Inpatient care must be pre-certified by Anthem.

Covered Services include those services that would be covered for any other illness, as set forth in this Summary Plan Description, and also include the following services:

1. Individual psychotherapy;
2. Group psychotherapy;
3. Psychological testing;
4. Family counseling - Counseling with family members to assist in the Covered Person's diagnosis and treatment, except marriage counseling; and
5. Convulsive therapy- Convulsive therapy treatment is limited to Inpatient care. It includes electroshock treatment or convulsive drug therapy.

### **Non-Contracted Freestanding Ambulatory Facility**

Any services rendered or supplies provided while you are a patient or receiving services at or from a Non-Contracted Freestanding Ambulatory Facility will be payable at the Maximum Allowed Amount.

### **Out-of-Network Hospital Benefits**

If you are confined in an Out-of-Network Hospital, your benefits will be significantly reduced, as explained in the “**Schedule of Benefits**” section.

### **Oral Surgery**

Covered Services include only the following:

- Fracture of facial bones;
- Removal of impacted teeth;
- Lesions of the mouth, lip, or tongue which require a pathological exam;
- Incision of accessory sinuses, mouth salivary glands or ducts;
- Dislocations of the jaw;
- Plastic repair of the mouth or lip necessary to correct traumatic Injuries or congenital defects that will lead to functional impairments; and
- Initial services, supplies or appliances for dental care or treatment required as a result of, and directly related to, accidental bodily Injury to sound natural teeth or structure occurring while a Member is covered by this Plan and performed within 12 months after the accident. (**See “Dental Services” above for limitations**)

### **Other Covered Services**

Your Plan provides Covered Services when the following services are medically necessary:

- Chemotherapy and radioisotope, radiation and nuclear medicine therapy
- Diagnostic x-ray and laboratory procedures
- Dressings, splints, casts when provided by a Physician
- Oxygen, blood and components, and administration
- Pacemakers and electrodes
- Use of operating and treatment rooms and equipment

### **Outpatient CT Scans and MRIs**

These services are covered at regular Plan benefits.

## **Outpatient Surgery**

In-Network Hospital Outpatient department or Network Freestanding Ambulatory Facility charges are covered at regular Plan benefits. Benefits for treatment by an Out-of-Network Hospital are explained under "Hospital Services".

## **Physical Therapy and Occupational Therapy**

Services by a Physician, a registered physical therapist (R.P.T.), or a licensed occupational therapist (O.T.), or as outlined in the **Schedule of Benefits**. All services rendered must be within the lawful scope of practice of, and rendered personally by, the individual provider. No coverage is available when such services are necessitated by Developmental Delay.

## **Physician Services**

You may receive treatment from an In-Network or Out-of-Network Physician. However, payment is significantly reduced if services are received from an Out-of-Network Physician. Such services are subject to your Deductible and Out-of-Pocket requirements.

## **Preventive Care**

Preventive Care services include Outpatient services and Office Services. Screenings and other services are covered as Preventive Care for adults and children with no current symptoms.

Members who have current symptoms or have been diagnosed with a medical condition are not considered to require Preventive Care for that condition but instead benefits will be considered under the Diagnostic Services benefit.

Preventive Care Services in this section shall meet requirements as determined by federal and state law. Many preventive care services are covered by this Plan with no Deductible, or Coinsurance from the Member when provided by an In-Network Provider. That means the Plan pays 100% of the Maximum Allowed Amount. These services fall under four broad categories as shown below:

1. Services with an "A" or "B" rating from the United States Preventive Services Task Force. Examples of these services are screenings for:
  - a. Breast cancer;
  - b. Cervical cancer;
  - c. Colorectal cancer;
  - d. High Blood Pressure;
  - e. Type 2 Diabetes Mellitus;
  - f. Cholesterol;
  - g. Child and Adult Obesity.
2. Immunizations for children, adolescents, and adults recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention;
3. Preventive care and screenings for infants, children and adolescents as provided for in the comprehensive guidelines supported by the Health Resources and Services Administration; and
4. Additional preventive care and screening for women provided for in the guidelines supported by the Health Resources and Services Administration.

You may call Customer Service using the number on your ID card for additional information about these services (or view the federal government's web sites)

<http://www.healthcare.gov/center/regulations/prevention.html>; or <http://www.ahrq.gov/clinic/uspstfix.htm>;  
[http://www.cdc.gov/vaccines/recs/acip/.](http://www.cdc.gov/vaccines/recs/acip/))

## **Prosthetic Appliances**

Prosthetic devices to improve or correct conditions resulting from Accidental Injury or illness are covered if Medically Necessary and ordered by a Physician.

Prosthetic devices include: artificial limbs and accessories; artificial eyes, one pair of glasses or contact lenses for eyes used after surgical removal of the lens(es) of the eye(s); one wig/toupee subject to Medical Necessity; arm braces, leg braces (and attached shoes); and external breast prostheses used after breast removal.

The following items are **excluded**: corrective shoes; dentures; replacing teeth or structures directly supporting teeth, except to correct traumatic Injuries; electrical or magnetic continence aids (either anal or urethral); and implants for cosmetic purposes except for reconstruction following a mastectomy.

## **Reconstructive Surgery**

Pre-certification is required. Reconstructive surgery does not include any service otherwise excluded in this Benefit Booklet. (See "Limitations and Exclusions.")

Reconstructive surgery is covered only to the extent Medically Necessary:

- to correct significant anatomic deformities which are not within normal anatomic variation and which are caused by congenital or developmental abnormalities, illness, or Injury for the purpose of improving the significant anatomic deformity toward a normal appearance; or
- to correct or restore function to any body area that has been altered by disease, trauma, congenital/developmental anomalies, or previous therapeutic processes; or
- to correct medical complications or post-surgical deformity, unless the previous surgery was not a Covered Service.

## **Retail Health Clinic**

Benefits are provided for Covered Services received at a Retail Health Clinic.

## **Skilled Nursing Facility Care**

Benefits are provided as outlined in the **Schedule of Benefits**. This care must be ordered by the attending Physician. All Skilled Nursing Facility admissions must be pre-certified. Claims will be reviewed to verify that services consist of Skilled Convalescent Care that is medically consistent with the diagnosis.

Skilled Convalescent Care during a period of recovery is characterized by:

- a favorable prognosis;
- a reasonably predictable recovery time; and
- services and/or facilities less intense than those of the acute general Hospital, but greater than those normally available at the Member's residence.

Covered Services include:

- semi-private or ward room charges including general nursing service, meals, and special diets. If a Member stays in a private room, this Plan pays the Semiprivate Room rate toward the charge for the private room;
  - use of special care rooms;
  - pathology and radiology;
  - physical or speech therapy;
  - oxygen and other gas therapy;
  - drugs and solutions used while a patient; or
  - gauze, cotton, fabrics, solutions, plaster and other materials used in dressings, bandages, and casts.
- This benefit is available only if the patient requires a Physician's continuous care and 24-hour-a-day nursing care.

Benefits will not be provided when:

- A Member reaches the maximum level of recovery possible and no longer requires other than routine care;
- Care is primarily Custodial Care, not requiring definitive medical or 24-hour-a-day nursing service;

- Care is for mental illness including drug addiction, chronic brain syndromes and alcoholism, and no specific medical conditions exist that require care in a Skilled Nursing Facility;
- A Member is undergoing senile deterioration, mental deficiency or retardation, and has no medical condition requiring care;
- The care rendered is for other than Skilled Convalescent Care.

## **Substance Abuse Services**

The Plan will cover Substance Abuse Services for the care and treatment of alcoholism and drug addiction. Substance Abuse Services will be covered on both an Inpatient and Outpatient basis. In addition, Partial Day Treatment Programs are also covered. A Partial Day Treatment Program is a substance abuse program involving the following Covered Services which is accredited by the Joint Commission of Accreditation of Health Care Organizations or in compliance with equivalent standards for patients who require skilled level of care in a Hospital or other eligible Facility Provider but who do not need treatment for an acute or life threatening condition. A Partial Day Treatment Program is provided in a treatment setting that is less than a 24-hour residential setting.

Substance Abuse Services will be covered when rendered by a Physician (in an eligible Inpatient setting or Physician's office setting), Hospital, Specialized Hospital, Alcoholism Treatment Facility or Community Mental Health Facility.

The following services will not be covered:

1. Residential treatment services;
2. Custodial or domiciliary care;
3. Supervised living or half-way houses; and
4. Room and board charges unless the treatment meets the Plan Administrator's Medical Necessity criteria for Inpatient admissions for the condition.

## **Surgical Care**

Surgical procedures including the usual pre- and post-operative care. Some procedures require pre-certification.

## **Treatment of Accidental Injury in a Physician's Office**

All Outpatient surgical procedures related to the treatment of an Accidental Injury, when provided in a Physician's office, will be covered under the Member's Physician's office benefit.

## LIMITATIONS AND EXCLUSIONS

1. **Abortion Services** - The Plan **does not** provide benefits for an elective (voluntary) abortion, which is an abortion performed for reasons other than those described above
2. **Acupuncture** – not covered except when rendered with the treatment or management of nausea and vomiting as the result of pregnancy, chemotherapy or other covered surgery.
3. **Admissions for Non-Inpatient Services** - Admission or continued Hospital or Skilled Nursing Facility stay for medical care or diagnostic studies not medically required on an Inpatient basis.
4. **Administrative Charges** - Charges for any of the following:
  - a. Failure to keep a scheduled visit;
  - b. Completion of claim forms or medical records or reports unless otherwise required by law;
  - c. For Physician or Hospital's stand-by services;
  - d. For holiday or overtime rates.
  - e. Membership, administrative, or access fees charged by Physicians or other Providers. Examples of administrative fees include, but are not limited to, fees charged for educational brochures or calling a patient to provide their test results.
  - f. Specific medical reports including those not directly related to the treatment of the Member, e.g., employment or insurance physicals, and reports prepared in connection with litigation.
5. **Allergy Services** - Specific non-standard allergy services and supplies, including but not limited to, skin titration (Rinkle method), cytotoxicity testing (Bryan's Test), treatment of non-specific candida sensitivity, and urine autoinjections.
6. **Alternative Therapies** - Hypnotherapy. Services or supplies related to alternative or complementary medicine. Services in this category include, but are not limited to, holistic medicine, homeopathy, hypnosis, aroma therapy, massage therapy at a salon, reiki therapy, herbal, vitamin or dietary products or therapies, naturopathy, thermograph, orthomolecular therapy, contact reflex analysis, bioenergetic synchronization technique (BEST) and iridology-study of the iris. This exclusion also applies to biofeedback, recreational or educational sleep therapy or other forms of self-care or non-medical self-help training and any related diagnostic testing.
7. **Before Coverage Begins / After Coverage Ends** - Services rendered or supplies provided before coverage begins, i.e., before a Member's Effective Date, or after coverage ends.
8. Behavioral Health Outpatient-Applied Behavioral Analysis (ABA) Therapy – Applied Behavioral Analysis (ABA) Therapy is not covered as classified as a behavioral health.
9. **Biomicroscopy** - Biomicroscopy, field charting or aniseikonic investigation.
10. **Comfort and Convenience Items** - Personal comfort items such as those that are furnished primarily for your personal comfort or convenience, including those services and supplies not directly related to medical care, such as guest's meals and accommodations, barber services, telephone charges, radio and television rentals, homemaker services, travel expenses, and take-home supplies.
11. **Complications** - Complications of non-covered procedures are not covered.
12. **Cosmetic Services / Beautification Procedures** - Cosmetic Surgery, reconstructive surgery, pharmacological services, nutritional regimens or other services for beautification, or treatment relating to the consequences of, or as a result of, Cosmetic Surgery. This exclusion includes, but is not limited to, surgery to correct gynecomastia and breast augmentation procedures, and otoplasties. Reduction mammoplasty and services for the correction of asymmetry, except when determined to be Medically Necessary by the Claims Administrator is not covered. (See sections a. and b. below.)
  - a. This exclusion does not apply to surgery to restore function if any body area has been altered by disease, trauma, congenital/developmental anomalies, or previous therapeutic processes. This exclusion does not apply to surgery to correct the results of Injuries that caused the impairment,



or as a continuation of a staged reconstruction procedure, or congenital defects necessary to restore normal bodily functions, including but not limited to, cleft lip and cleft palate.

b. This exclusion does not apply to Breast Reconstructive Surgery.

Complications directly related to cosmetic services treatment or surgeries, as determined by The Claims Administrator, are not covered. This exclusion applies even if the original cosmetic services treatment or surgery was performed while the Member was covered by another carrier / self-funded plan prior to coverage under this Plan. Directly related means that the treatment or surgery occurred as a direct result of the cosmetic services treatment or surgery and would not have taken place in the absence of the cosmetic services treatment or surgery. This exclusion does not apply to conditions including, but not limited to: myocardial infarction; pulmonary embolism; thrombophlebitis; and exacerbation of co-morbid conditions.

13. **Certain Counseling Services.** The Plan will not cover marriage counseling, pastoral counseling, financial counseling, legal counseling and custodial care counseling, except as specifically set forth in this Summary Plan Description.
14. **Court-Ordered Services -** Court-ordered services, or those required by court order as a condition of parole or probation unless Medically Necessary and approved by the Plan.
15. **Crime and Incarceration -** Injuries received while committing a crime as well as care required while incarcerated in a federal, state or local penal institution or required while in custody of federal, state or local law enforcement authorities, including work release programs, unless otherwise required by law or regulation.
16. **Custodial Care and Rest Care -** Custodial care, domiciliary care, rest cures, or travel expenses even if recommended for health reasons by a Physician. Inpatient room and board charges in connection with a Hospital or Skilled Nursing Facility stay primarily for environmental change, Physical Therapy or treatment of chronic pain.
17. **Daily Room Charges -** Daily room charges while the Plan is paying for an Intensive care, cardiac care, or other special care unit.
18. **Dental Care -** Dental care and treatment and oral surgery (by Physicians or dentists) including dental surgery; dental appliances; dental prostheses such as crowns, bridges, or dentures; implants; orthodontic care; operative restoration of teeth (fillings); dental extractions; endodontic care; apicoectomies; excision of radicular cysts or granuloma; treatment of dental caries, gingivitis, or periodontal disease by gingivectomies or other periodontal surgery; vestibuloplasties; alveoplasties; dental procedures involving teeth and their bone or tissue supporting structures; frenulectomy. Any treatment of teeth, gums or tooth related service except otherwise specified as covered in this Benefit Booklet.
19. **Educational or Training.** The Plan will not cover expenses or services or supplies primarily for educational, vocational or training purposes.
20. **Excessive Expenses -** Expenses in excess of the Plan's Maximum Allowed Amount.
21. **Exercise Program.** The Plan will not cover expenses for exercise programs for treatment of any condition, except for Physician-supervised cardiac rehabilitation, occupational or physical therapy covered by the Plan.
22. **Employer or Association Medical / Dental Department -** Received from a dental or medical department maintained by or on behalf of an Employer, mutual benefit association, labor union, trust or similar person or group.
23. **Experimental / Investigational Services -** Treatments, procedures, equipment, drugs, devices or supplies (hereafter called "services") which are, in the Claims Administrator's judgment, Experimental or Investigational for the diagnosis for which the Member is being treated. An Experimental or Investigational service is not made eligible for coverage by the fact that other treatment is considered

by a Member's Physician to be ineffective or not as effective as the service or that the service is prescribed as the most likely to prolong life.

24. **Eye Glasses.** The Plan will not cover expenses for eye glasses, sunglasses, safety glasses, safety goggles, subnormal vision aids or contact lenses (except for aphakic patients and soft lenses or sclera shells which are intended for use as corneal bandages).
25. **Family Members -** Services rendered by a Provider who is a close relative or member of your household. Close relative means wife or husband, parent or grandparent, child, brother or sister, by blood, marriage (including in-laws) or adoption.
26. **Foot Care -** Foot care only to improve comfort or appearance, routine care of corns, bunions (except capsular or related surgery), calluses, toe nails (except surgical removal or care rendered as treatment of the diabetic foot or ingrown toenail), flat feet, fallen arches, weak feet, chronic foot strain, or asymptomatic complaints related to the feet. Coverage is available, however, for Medically Necessary foot care required as part of the treatment of diabetes and for Members with impaired circulation to the lower extremities.
27. **Free Services -** Services and supplies for which you have no legal obligation to pay, or for which no charge has been made or would be made if you had no health insurance coverage.
28. **Government Programs -** Treatment where payment is made by any local, state, or federal government (except Medicaid), or for which payment would be made if the Member had applied for such benefits. Services that can be provided through a government program for which you as a member of the community are eligible for participation. Such programs include, but are not limited to, school speech and reading programs.
29. **Health Spa -** Expenses incurred at a health spa or similar facility.
30. **Ineligible Hospital -** Any services rendered or supplies provided while you are confined in an Ineligible Hospital.
31. **Ineligible Provider -** Any services rendered or supplies provided while you are a patient or receive services at or from an Ineligible Provider.
32. **Inpatient Rehabilitation Programs -** Inpatient rehabilitation in the Hospital or Hospital-based rehabilitation facility, when the Member is medically stable and does not require skilled nursing care or the constant availability of a Physician or:
  - a. the treatment is for maintenance therapy; or
  - b. the Member has no restorative potential; or
  - c. the treatment is for congenital learning or neurological disability/disorder; or
  - d. the treatment is for communication training, educational training or vocational training.
33. **International Services -** Non-emergency treatment of chronic illnesses received outside the United States performed without preauthorization. See the information on the BlueCard Worldwide program in this Benefit Booklet for further details.
34. **Lifestyle Improvement Services.** The Plan will not cover lifestyle improvement services or charges, including but not limited to, physical fitness programs and equipment, spas, air conditioners, humidifiers, personal hygiene and convenience items, mineral baths, massage and dietary supplements;
35. **Maintenance Care -** Services which are solely performed to preserve the present level of function or prevent regression of functions for an illness, injury or condition which is resolved.
36. **Marital Counseling -** Religious, marital and sex counseling, including services and treatment related to religious counseling, marital/relationship counseling and sex therapy.
37. **Medicare Benefits -** Services paid under Medicare or which would have been paid if the Member had applied for Medicare and claimed Medicare benefits. With respect to end-stage renal disease

(ESRD), Medicare shall be treated as the primary payor whether or not the Member has enrolled Medicare Part B. For services provided pursuant to a private contract between the Member and a Provider, for which reimbursement under the Medicare program is prohibited, as specified in Section 1802 (42 U.S.C. 1395a) of Title XVIII of the Social Security Act.

38. **Never Events** – The Plan will not pay for errors in medical care that are clearly identifiable, preventable, and serious in their consequences for patients, which indicate a problem exists in the safety and credibility of a health care facility. The Provider will be expected to absorb such costs. This Exclusion includes, but is not limited to, such errors as operating on the wrong side of the body, operating on the wrong part of the body, using the wrong procedure, or operating on the wrong patient.
39. **Non-Covered Services** - Any item, service, supply or care not specifically listed as a Covered Service in this Benefit Booklet.
40. **Not Medically Necessary Services**- Care, supplies, or equipment not Medically Necessary, as determined by the Claims Administrator, for the treatment of an Injury or illness. This includes, but is not limited to, care which does not meet The Claims Administrator's medical policy, clinical coverage guidelines, or benefit policy guidelines.
41. **Bariatric Services (Obesity)** – Supplies for the treatment of obesity, including but not limited to, weight reduction, Prescription Drugs, or dietary control. Nutritional supplements; services, supplies and/or nutritional sustenance products (food) related to Enteral feeding except when it's the sole means of nutrition. Food supplements. Services for Inpatient treatment of bulimia, anorexia or other eating disorders which consist primarily of behavior modification, diet and weight monitoring and education. Weight loss programs included but are not limited to, commercial weight loss programs (Weight Watcher, Jenny Craig, and LA Weight Loss), nutritional supplements, appetite suppressants, and supplies of a similar nature. This exclusion does not apply to morbid obesity surgery when approved by the Plan.
42. **Over the Counter Drug Equivalents** - Drugs, devices, products, or supplies with over the counter equivalents and any Drugs, devices, products, or supplies that are therapeutically comparable to an over the counter Drug, device, product, or supply.
43. **Prescription Drugs** - Any Prescription Drugs purchased at a retail or Mail Service Pharmacy. (Covered under Prescription Drug Plan- Express Scripts; See Pharmacy section of this document)
44. **Private Rooms** - Private room, except as specified as Covered Services.
45. **Research Screenings** – For examinations related to research screenings, unless required by law.
46. **Reversal of Sterilization** - Services related to or performed in conjunction with reverse sterilization.
47. **Non-Routine Examinations** - Routine physical examinations, screening procedures, and immunizations necessitated by employment, foreign travel or participation in school athletic programs, recreational camps or retreats or any insurance program which are not called for by known symptoms illness or Injury except those which may be specifically listed as covered in this Benefit Booklet.
48. **Safe Surroundings** - Care furnished to provide a safe surrounding, including the charges for providing a surrounding free from exposure that can worsen the disease or Injury.
49. **Sclerotherapy** - Sclerotherapy for the treatment of varicose veins of the lower extremities including ultrasonic guidance for needle and/or catheter placement and subsequent ultrasound studies to assess the results of ongoing treatment of varicose veins of the lower extremities with sclerotherapy.
50. **Services Not Specified as Covered.** No benefits are available for services that are not specifically described as Covered Services in this Benefit Booklet. This exclusion applies even if your Physician orders the service.
51. **Sexual Dysfunction** - Medical/ surgical services or supplies for treatment of male or female sexual or erectile dysfunctions or inadequacies, including treatment for impotency (except male organic erectile dysfunction) regardless of origin or cause. This exclusion also includes penile prostheses or Implants

and vascular or artificial reconstruction, Prescription Drugs, and all other procedures and equipment developed for or used in the treatment of impotency, and all related diagnostic testing.

52. **Sexual Transformation** - Surgical care or medical treatment or study related to the modification of sex (transsexualism) and related services, or the reversal thereof.
53. **Shoes and Orthotics** - Shoe inserts, orthotics (except when prescribed by a Physician for diseases of the foot or systemic diseases that affect the foot such as diabetes when deemed Medically Necessary), and orthopedic shoes (except when an orthopedic shoe is joined to a brace).
54. **Speech Therapy** – Not covered for diagnosis of Autistic disease, developmental delays or learning disabilities
55. **Spider Veins** - Treatment of telangiectatic dermal veins (spider veins) by any method.
56. **Supplies or Equipment (Including Durable Medical Equipment) Not Medically Necessary** - Supplies or equipment not Medically Necessary for the treatment of an Injury or illness. Non-covered supplies are inclusive of but not limited to:
  - a. Band-aids, tape, non-sterile gloves, thermometers, heating pads, hot water bottles, home enema equipment, sterile water and bed boards;
  - b. Household supplies, including but not limited to, deluxe equipment, such as motor-driven chairs or bed, electric stair chairs or elevator chairs;
  - c. The purchase or rental of exercise cycles, physical fitness, exercise and massage equipment, ultraviolet/tanning equipment;
  - d. Water purifiers, hypo-allergenic pillows, mattresses, or waterbeds, whirlpool, spa or swimming pools, air purifiers, humidifiers, dehumidifiers;
  - e. Escalators, elevators, ramps, stair glides, emergency alert equipment, handrails, heat appliances improvements made to a Member's house or place of business and adjustments made to vehicles;
  - f. Air conditioners, humidifiers, dehumidifiers, or purifiers;
  - g. Rental or purchase of equipment if you are in a facility which provides such equipment;
  - h. Other items of equipment that the Claims Administrator determine do not meet the listed criteria.
57. **Telecommunication** - Advice or consultation given by any form of telecommunication.
58. **Temporomandibular Joint Disease** – Treatment for Temporomandibular Joint Disease (TMJ) including surgical and diagnostic services. This exclusion also applies to splints used in the treatment of TMJ.
59. **Therapy Services** - Services for Outpatient therapy or rehabilitation other than those specifically listed as covered in this Benefit Booklet. Excluded forms of therapy include, but are not limited to, vestibular rehabilitation, primal therapy, chelation therapy, rolfing, psychodrama, megavitamin therapy, purging, bioenergetic therapy, cognitive therapy, electromagnetic therapy, salabrasion, chemosurgery and other such skin abrasion procedures associated with the removal of scars, tattoos, actinic changes and/or which are performed as a treatment for acne.
60. **Transplant Services** - The following services and supplies rendered in connection with organ/tissue/bone marrow transplants:
  - a. Surgical or medical care related to animal organ transplants, animal tissue transplants, (except for porcine heart valves) artificial organ transplants or mechanical organ transplants;
  - b. Transportation, travel or lodging expenses for non-donor family Members;
  - c. Donation related services or supplies, including search, associated with organ acquisition and procurement;

- d. Chemotherapy with autologous, allogenic or syngenic hematopoietic stem cells transplant for treatment of any type of cancer not specifically named as covered; any transplant not specifically listed as covered.
61. **Transportation** - Transportation provided by other than a state licensed professional ambulance service, and Ambulance Services other than in a Medical Emergency. Transportation to another area for medical care is also excluded except when Medically Necessary for you to be moved by ambulance from one Hospital to another Hospital. Ambulance transportation from the Hospital to the home is not covered.
62. **Travel Costs and Mileage** - For mileage costs or other travel expenses, except as authorized by the Claims Administrator, on behalf of the Employer.
63. **Thermograms** - Thermograms and thermography.
64. **Vision Care** - Vision care services and supplies, including but not limited to eyeglasses, contact lenses, and related examinations and services. Analysis of vision or the testing of its acuity except as otherwise indicated in this Benefit Booklet. Service or devices to correct vision or for advice on such service. Orthoptic training is covered. This Exclusion does not apply for initial prosthetic lenses or sclera shells following intraocular surgery, or for soft contact lenses due to a medical condition, i.e. diabetes.
65. **Vision Surgeries** - Related to radial keratotomy or keratomileusis or excimer laser photo refractive keratectomy; and surgery, services or supplies for the surgical correction of nearsightedness and/or astigmatism or any other correction of vision due to a refractive problem.
66. **Waived Fees** - Any portion of a provider's fee or charge which is ordinarily due from a Member but which has been waived. If a provider routinely waives (does not require the Member to pay) an Deductible or Out-of-Pocket amount, the Claims Administrator will calculate the actual Provider fee or charge the fee or charge by the amount waived.
67. **War / Military Duty** - Any disease or Injury resulting from a war, declared or not, or any military duty or any release of nuclear energy. Also excluded are charges for services directly related military service provided or available from the Veterans' Administration or military facilities except as required by law.
68. **Worker's Compensation** - Care for any condition or Injury recognized or allowed as a compensable loss through any Worker's Compensation, occupational disease or similar law. If Worker's Compensation Act benefits are not available to you, then this Exclusion does not apply. This exclusion applies if you receive the benefits in whole or in part. This exclusion also applies whether or not you claim the benefits or compensation. It also applies whether or not you recover damages, wages and/or benefits from any third party.

# PRESCRIPTION DRUGS

This section describes the Prescription Drug Coverage. Your prescription drug benefit is administered by Express Scripts. The prescription benefit is designed to bring you quality pharmacy care that will help you save money. The information below is a summary of your prescription benefits and explanation of common terms.

- What this section includes:**
- Benefits available for Prescription Drugs
  - How to utilize the retail and mail order service for obtaining Prescription Drugs
  - Any benefit limitations and exclusions that exist for Prescription Drugs
  - Definitions of terms used throughout this section related to Prescription Drugs

## PRESCRIPTION DRUG HIGHLIGHTS:

The following table provides an overview of the Plan's Prescription Drug coverage. It includes the copayments and coinsurance amounts. For detailed description of your Benefits, refer to Retail and Mail order in this section.

You are responsible for paying any amounts due to the pharmacy at the time you receive your prescription drugs. <b>Prescription Drugs – administered by Express Scripts</b>		<b>Buy-Up Plan In-Network</b>	<b>Buy-Up Plan Out of Network</b>
<b>Retail 30 day supply</b>	Generic	30% co-insurance, \$100 maximum	70% / 30% (subject to deductible and coinsurance)
	Brand Formulary	30% co-insurance, \$200 maximum	70% / 30% (subject to deductible and coinsurance)
	Non-Formulary	30% co-insurance, \$250 maximum	70% / 30% (subject to deductible and coinsurance)
<b>Mail Order 90 day supply</b>	Generic	30% co-insurance, \$100 maximum	70% / 30% (subject to deductible and coinsurance)
	Brand Formulary	30% co-insurance, \$200 maximum	70% / 30% (subject to deductible and coinsurance)
	Non-Formulary	30% co-insurance, \$250 maximum	70% / 30% (subject to deductible and coinsurance)
<b>Specialty Drugs</b>	See list at <a href="http://www.mcbenefits.org">www.mcbenefits.org</a>	30% co-insurance, \$300 maximum	Covered according to formulary
<b>ACA Preventive Drugs</b>	See list at <a href="http://www.mcbenefits.org">www.mcbenefits.org</a>	Covered at 100% at both Retail and Mail Order	ACA Preventive Drugs

***Pharmacy coinsurance is applied to the annual out-of-pocket maximum. Pharmacy coinsurance are not applied to the Annual Deductible in the Buy-Up Plan.***

A few important notes:

- Your prescription drug plan pays benefits for only for prescription drug expenses described in the SPD as covered expenses that are medically necessary

- This SPD applies to coverage only and does not restrict your ability to receive prescription drugs that are not or might not be covered benefits under this Prescription Drug plan.

**NOTICE:**

This plan does not cover all prescription drugs, medications and supplies. Refer to *Pharmacy Benefit Exclusions* section of this SPD.

**WHAT THE PHARMACY PLAN COVERS:**

The plan covers charges for outpatient prescription drugs for the treatment of an illness or injury, subject to the *Pharmacy Benefit Exclusion* section. Covered expenses are subject to cost sharing requirements as described above in the *Prescription Drug Coverage Highlights*.

Prescriptions must be written by a prescriber licensed to prescribe federal legend prescription drugs. Your prescription drug benefit coverage is based on Express Scripts' Preferred Drug List. You may obtain this list at [www.express-scripts.com](http://www.express-scripts.com).

Generic prescription drugs may be substituted by your pharmacist for brand name prescription drugs. You may minimize your out of pocket expenses by selecting a generic prescription drug when available.

**COVERED EXPENSES**

- **Federal legend prescription drugs, unless otherwise indicated;**
- **Drugs requiring a prescription under the applicable state law;**
- **Insulin, insulin needs and syringes on prescription; or**

The plan includes clinical programs to ensure FDA and manufacturer guidelines for safety, dosing and cost management are considered. Clinical plan guidelines are established by the ESI pharmacy and therapeutics committee are regularly reviewed against FDA guidelines, clinical and therapeutic effectiveness and utilization.

Clinical Program Management includes:

**Prior Authorization for Certain Prescription Drugs**

Before certain medications are dispensed to you, your Physician is required to provide certain medical documentation to Express Scripts to determine whether the medication:

- Meets the Plan's definition of a Covered Prescription Drug Service
- Is not Experimental, Investigational or Unproven
- Is appropriate for the condition based on Express Script's clinical guidelines.

Some therapy classes requires that a Prescription Drug's prescribed use be evaluated against a predetermined set of criteria before the prescription will be covered.

If Prior Authorization has been requested and approved benefits will be payable subject to the deductible and coinsurance. If prior authorization has not been requested, no benefits will be payable.

**Step-Therapy Program & Preferred Specialty Management**

Your pharmacy benefits plan includes the Express Scripts Step-Therapy program. Under the Step-therapy program, certain drugs are not covered unless you have tried one or more specific medications first. However, if it is medically necessary for you to use a step-therapy medication as initial therapy without trying a prerequisite therapy drug, your doctor can request coverage of the step-therapy medication as a medical exception by contacting Express Scripts.

Some therapy classes requires use of a first-line Prescription Drug in a therapy class before second-line drugs will be covered.

The step-therapy program is based upon current medical findings, manufacturer labeling, FDA guidelines and cost information.

### **Age Limits**

Express Scripts will continue the current process of monitoring age limits for certain drugs. You may contact Express Scripts for more information.

### **Drug Quantity Management**

Your plan may have certain coverage limits. For example, prescription drugs used for cosmetic purposes may not be covered, or a medication might be limited to a certain amount (such as the number of pills or total dosage) within a specific time period.

Drug Quantity Management - Aligns the dispensed quantity of prescription medication with FDA-approved dosage guidelines and established clinical guidelines.

If you submit a prescription for a drug that has coverage limits, your pharmacist will tell you that approval is needed before the prescription can be filled. The pharmacist will give you or your doctor a toll-free number to call. If you use Express Scripts By Mail, your doctor will be contacted directly.

When a coverage limit is triggered, more information is needed to determine whether your use of the medication meets your plan's coverage conditions. Express Scripts will notify you and your doctor in writing of the decision. If coverage is approved, the letter will indicate the amount of time for which coverage is valid. If coverage is denied, an explanation will be provided, along with instructions on how to submit an appeal.

### **Out-of-Pocket Maximum**

Your plan has programming in place to allow financial assistance for some medications through manufacturer assistance programs. Please note that only the amount paid out of pocket by a member accumulates toward your deductible and out-of-pocket maximum. Amounts provided by manufacturers through financial assistance programs do not accumulate toward a members deductible and/or out of pocket maximum.

## **MEDICATIONS**

### **Generic Medications**

Generic medications contain the same active ingredients as brand-name medications, are just as safe and effective, and meet the same U.S. Food and Drug Administration standards for quality, strength and purity. However, generic drugs normally cost substantially less than their brand name counterparts. Therefore, generic drugs offer a simple and safe alternative to help reduce your medication costs. Ask your doctor if a generic drug could treat your condition.

### **Mandatory Generic Program**

Under the Mandatory Generic Program, generic drugs will always be dispensed if available unless you or your physician directs otherwise (and the directed brand name drug is otherwise covered by the Pharmacy Plan). If you request the brand name drug when a generic drug version is available, you will be charged the brand name drug copay (formulary or non-formulary) plus the difference in cost between the brand name and generic drug, unless the generic drug is medically inappropriate for you. The generics preferred program also encourages the use of medications included in the formulary, although the decision as to which medication to prescribe rests solely with your physician.

### **Formulary and Non-Formulary Medications**

The Formulary is a guide for you and your doctor to refer to when filling out your prescriptions. If there is no generic medication available for your condition, there may be more than one brand name for you and



your doctor to consider. Express Scripts provides a list of formulary brand name medications to help you and your doctor decide medications that are clinically appropriate and cost effective.

If a drug you are taking is *not* on the Formulary, you may want to discuss alternatives with your doctor or pharmacist. Using drugs on the Formulary will keep your costs and Montgomery County's costs lower.

A current drug list is available online at [www.mcbenefits.org](http://www.mcbenefits.org), at [www.express-scripts.com](http://www.express-scripts.com), on the Express Scripts mobile app or by requesting via Express Scripts Customer Service at the number on the back of your ID card. Take this list with you when you visit your doctor so he or she can refer to it when prescribing medications for you and your eligible family participants.

### **Express Advantage Network**

Your retail pharmacy benefit includes The Express Advantage Network (EAN). This is a two-tiered retail pharmacy network that features over 33,000 preferred retail pharmacies. This network is wrapped with a non-preferred pharmacy network of an additional 25,000 pharmacies.

The Retail Pharmacy Program includes pharmacies nationwide. There are national and local drugstores that participate as part of the Express Advantage Network to make prescriptions available through the Retail Pharmacy Program. Preferred retail pharmacies include grocery store pharmacies like Kroger and Meijer. Non-Preferred pharmacies include many national pharmacy chains such as CVS and Walgreens.

### **Non-Network Retail Pharmacies**

You may be reimbursed by Express Scripts should you visit a non-network pharmacy. However, it is to your advantage to visit an Express Scripts network pharmacy. The non-network pharmacies will require you to pay for the full cost of the drug at the time of purchase. You must then complete a direct reimbursement claim form and forward it to Express Scripts. Direct reimbursement claim forms are available on the website or by calling Member Services. You will be reimbursed, for up to a 34-day supply, at the rate of 85% of the allowable amount. Reimbursement is based on generic or lower cost brand-name products, if either is available.

### **MAIL ORDER PHARMACY**

#### **Express Scripts Mail Order Pharmacy Program**

The MC plan prefers home delivery for maintenance medications (list may be found under the Pharmacy benefits section of [MCbenefits.org](http://MCbenefits.org)). After two fills at a retail pharmacy your maintenance medications will be directed to the Express Scripts home delivery pharmacy for processing. If you choose to continue to fill them at retail you will pay the full cost of your medication. For more information log into your Express Scripts online account, your Express Scripts mobile app or contact the Express Scripts customer service team at the phone number on the back of your ID card.

In order to fill your prescription through the Express Scripts Mail Pharmacy Program, have your physicians e-prescribe or fax your 90 day prescription in to Express Scripts. Then log in to the mobile app, the [express-scripts.com](http://express-scripts.com) website or call customer service (1-855-315-2475) to confirm shipping address and payment. You may also contact Express Scripts customer service if you need assistance contacting your doctor to get your prescriptions started at Home Delivery.

Refills may be ordered by using the Express Scripts Mobile app, logging into [www.express-scripts.com](http://www.express-scripts.com) or by calling customer service at 1-855-315-2475.

To ensure timely delivery, please place your order at least two weeks in advance to allow for mail delays and other circumstances beyond our control. If you have any questions concerning your order, or if you do not receive your medication within the designated timeframe, please contact Member Services.

If a new medication has been prescribed for you to take immediately, please ask your doctor to issue two prescriptions; one 30 day prescription should be written and filled at your local retail pharmacy and the

second should be written for up to a 90-day supply and e-prescribed or faxed by your physician's office into Express Scripts.

**As you manage your prescriptions, please be aware that each and every prescription is filled and checked by highly qualified registered pharmacists to ensure that quantity, quality and strength are accurate. A pharmacist also reviews your dosage and checks for medication interactions and allergies. For added safety, another pharmacist double checks your order for accuracy after it is dispensed. For security, your medications are mailed in a plan, tamper-evident package..**

### **Select Home Delivery**

The MC plan prefers home delivery for maintenance medications (list may be found under the Pharmacy benefits section of MCbenefits.org). After two fills at a retail pharmacy your maintenance medications will be directed to the Express Scripts home delivery pharmacy for processing. If you choose to continue to fill them at retail you will pay the full cost of your medication. For more information log into your Express Scripts online account, your Express Scripts mobile app or contact the Express Scripts customer service team at the phone number on the back of your ID card.

**Please see Schedule of Benefits for Mail Order in the Prescription Drug Highlights Section.**

### **Definitions**

- **Brand-name drug:** A medication that is available only from its original manufacturer or from another manufacturer that has a licensing agreement to make the drug with the brand-name manufacturer. These medications are marketed under a recognized brand name. A brand-name drug may have a generic equivalent once the manufacturer is required to allow other manufacturers the opportunity to make the medication.
- **Co-payment/Co-insurance:** A portion of the total cost of the claim that must be paid by the member.
- **Date of Service:** Date on which a prescription is filled or dispensed.
- **Days Supply:** The number of days payable by the plan for the dispensed drug.
- **Direct Claim:** A reimbursement process whereby the member pays 100% of the prescription drug cost at the time of purchase and then submits a paper claim for reimbursement.
- **Federal Legend Drugs:** A drug that requires a prescription; these drugs can be identified by the presence of "Federal Legend" on the label.
- **Formulary:** a list of commonly prescribed medications that have been selected based on their clinical effectiveness and opportunities for savings. An independent Pharmacy and Therapeutics committee updates this list regularly based on continuous evaluation of medications. You can contact Express Scripts at 800-506-4634 to determine if the brand-name drug you are taking is on the formulary. You can also locate this information at [www.express-scripts.com](http://www.express-scripts.com). If a drug you are taking is *not* on the formulary, you may want to discuss alternatives with your doctor or pharmacist. Using drugs on the formulary will keep your costs and Montgomery County's costs lower.
- **Generic drug:** A medication that contains the same active ingredients and is manufactured according to the same strict federal regulations as its brand-name counterpart. Generic medications may differ in color, size, or shape, but the Food and Drug Administration requires that they have the same strength, purity, and quality as their brand-name counterparts. A generic medication can be produced once the manufacturer of the brand-name medication is required to allow other manufacturers the opportunity to produce the medication.

- **In-Network Retail Claims:** Claims processed by pharmacies that are included in the member's pharmacy network.
- **Maintenance Medication:** Medications prescribed for long-term use, (i.e., the medication taken daily for high-blood pressure or diabetes).
- **Multi Source (Brand) Drug:** Medication that may have an FDA generic equivalent substitute available.
- **Out-Of-Network Claims:** Claims processed by pharmacies that do not participate in the member's pharmacy network.
- **Over the Counter (OTC Medication):** Medication that does not require a prescription.
- **Prior Authorization:** Process by which a medication or benefit that is not normally covered under the member's plan may be covered on an exception basis.
- **Network Pharmacy:** means a retail pharmacy that has an agreement currently in effect with Express Scripts for this Plan to dispense Prescription Drugs to Participants.
- **Non-Formulary:** means brand name medication that are NOT found on your plan's formulary list
- **Out-of-Network Pharmacy:** means a retail pharmacy that does not currently have an agreement with Express Scripts for this Plan.

## MEMBER SERVICES

Visit the Express Scripts website, [www.express-scripts.com](http://www.express-scripts.com), to view your plan design and benefit schedule, search for details on prescription medications, locate a participating pharmacy near you, and manage your home delivery prescriptions. For additional plan inquiries, you may call Customer Service directly at 1-855-315-2475. For future reference, this number is listed on the back of your Anthem ID card.

# PHARMACY LIMITATIONS AND/OR EXCLUSIONS

If any expense not covered is contrary to any law to which the plan is subject, the provision is hereby automatically changed to meet the law's minimum requirement.

## Limitations

A network pharmacy may refuse to fill a prescription order or refill when in the professional judgment of the pharmacist the prescription should not be filled.

Express Scripts will not reimburse a Covered Person for out-of-pocket expenses for prescription drugs purchased from an out-of-network pharmacy for non-emergency prescriptions.

The plan will not cover expenses for any prescription drug for which the actual charge is less than the required co-payment/coinsurance or deductible or for any prescription drug for which there is no charge to the Covered Person.

The Plan will not pay charges for any prescription drug dispensed by a mail order pharmacy for the treatment of erectile dysfunction, impotence or sexual dysfunction or inadequacy.

## Exclusions

No Prescription Drug benefits are provided for the following:

1. **Administration Charges.** Charges for the administration or injection of any drug;
2. **Anabolic Steroids.** The Plan will not cover anabolic steroids unless such drugs have received the required Prior Authorization;
3. **Appetite Suppressants.** The Plan will not cover appetite suppressants, unless specified otherwise;
4. **Contraceptives.** For injectable contraceptives, Norplant insertion or contraceptive devices, unless specified otherwise.
5. **Cosmetic.** For any prescription medication, or preparation used for treatment only to improve appearance; including but not limited to promoting hair growth, health and beauty aids, chemical peels, dermabrasion, bleaching, creams, ointments, tattoo removal, scars or to alter the appearance or texture of the skin.
6. **Drugs Without Prescriptions.** The Plan will not cover drugs that do not require a prescription by federal law, other than insulin;
7. **Excess Prescription Refills.** The Plan will not cover any prescription refilled in excess of the number of times specified by the Physician;
8. **Experimental/Investigative.** The Plan will not cover any drugs labeled "Caution - limited by federal law to investigational use," or drugs that are Experimental/Investigational, even though a charge is made to the individual;
9. **Governmental Agency or Program.** The Plan will not cover services for which benefits are payable by any governmental agency or program;
10. **Growth Hormones.** The Plan will not cover growth hormones, unless Prior Authorization is received;

11. **Immunization Agents and Blood Expenses.** The Plan will not cover immunization agents, biological sera, blood or blood plasma;
12. **Impotence Medication.** The Plan will not cover any impotence medication;
13. **Inappropriate Charges.** The Plan will not cover expenses for any charge, expense, service or treatment that has been deemed inappropriate or unnecessary by the AMA or is otherwise deemed inappropriate or unnecessary in accordance with accepted medical standards and practice;
14. **Incarceration.** For medication required while incarcerated in a federal, state or local penal institution or required while in custody of federal, state or local law enforcement authorities, including work release programs, unless otherwise required by law or regulation
15. **Inpatient Prescription Drugs.** The Plan will not cover any medication which is to be taken by or administered, in whole or in part, while the Covered Person is a patient in a Hospital, a convalescent Hospital, rest home, sanitarium, Skilled Nursing Facility, nursing home or similar institution which operates on its premises, or allows to be operated on its premises, a facility for dispensing pharmaceuticals;
16. **Non-Covered Medical Condition.** The Plan will not cover any prescription drug services or charges for any condition not covered under the Medical Benefits;
17. **Non-Covered Medication.** The Plan will not cover any medication that is not specifically listed as a Covered Prescription Drug under this Summary Plan Description;
18. **Prescription drugs.** The Plan will not cover a prescription for which there is an over-the-counter (OTC) product which has the same active ingredient and strength even if a prescription is written.
19. **Refills After One Year from Order.** The Plan will not cover any refill dispensed after one year from the Physician's original order;
20. **Termination Date.** The Plan will not cover any prescription filled or refilled after termination of Coverage;
21. **Therapeutic Devices.** The Plan will not cover therapeutic devices or appliances, including support garments and other non-medical substances, regardless of intended use, insulin syringes or needles when prescribed alone and syringes or needles for other than diabetic use; and
22. **Workers Compensation.** The Plan will not cover prescription drugs for which the Covered Person is entitled to receive without charge under any Worker's Compensation Laws.

## PHARMACY BENEFIT DETERMINATIONS

Determinations on prescription drug benefits under the Montgomery County's prescription drug benefit plan will be made by Express Scripts in accordance with the Montgomery County's prescription drug benefit plan. You may request coverage beyond your plan's standard benefit offering, or if you are dissatisfied with a benefit determination made by Express Scripts, you may appeal the determination in writing. Express-Scripts appeals process for administrative and clinical denial is structured to follow ERISA requirements as described in the Montgomery County Group Health Plan Summary Plan Description.

### APPEALS

#### **For all claims other than member submitted paper claims:**

##### **LEVEL ONE APPEAL:**

In the event you receive an adverse determination following a request for coverage of a prescription benefit claim, you have the right to appeal the adverse benefit determination in writing within 180 days of receipt of notice of the initial coverage decision. To initiate an appeal for coverage, you or your authorized representative (such as your physician), must provide in writing, your name, member ID, phone number, the prescription drug for which benefit coverage has been denied and any additional information that may be relevant to your appeal. This information should be mailed to Express-scripts, PO BOX 66587, St. Louis, MO 63166-6587 ATTN: Coverage Reviews. A decision regarding your appeal will be sent to you within 15 days of receipt of your written request. The notice will include the specific reasons for the decision and the plan provisions on which the decision is based. You have the right to receive, upon request and at no charge, the information used to review your appeal.

##### **SECOND LEVEL APPEAL:**

If you are not satisfied with the coverage decision made on appeal, you may request in writing, within 90 days of the receipt of notice of the decision, a second level appeal. To initiate a second level appeal, you or your authorized representative (such as your physician), must provide in writing, your name, member ID, phone number, the prescription drug for which benefit coverage has been denied and any additional information that may be relevant to your appeal. This information should be mailed to Express-scripts, PO BOX 66587, St. Louis, MO 63166-6587 ATTN: Coverage Reviews. A decision regarding your request will be sent to you in writing within 15 days of receipt of your written request for appeal. You have the right to receive, upon request and at no charge, the information used to review your second level appeal. The decision made on your second level appeal is final and binding.

If you are not satisfied with the decision of the second level appeal, you also have the right to bring a civil action if your second level appeal is denied.

##### **URGENT CARE APPEAL:**

In the case of a claim for coverage involving urgent care, you will be notified of the benefit determination within 72 hours of receipt of the claim. An urgent care claim is any claim for treatment with respect to which the application of the time periods for making non-urgent care determinations could seriously jeopardize the life or health of the claimant or the ability of the claimant to regain maximum function, or in the opinion of a physician with knowledge of the claimant's medical condition, would subject the claimant to severe pain that cannot be adequately managed. If the claim does not contain sufficient information to determine whether, or to what extent, benefits are covered, you will be notified within 24 hours after receipt of your claim, of the information necessary to complete the claim. You will then have 48 hours to provide the information and will be notified of the decision within 48 hours of receipt of the information.

You have the right to request an urgent appeal of an adverse determination if you request coverage of a claim that is urgent. Urgent appeal requests may be oral or written. You or your physician may call or send a written request to Express-scripts, PO BOX 66587, St. Louis, MO 63166-6587, ATTN: Coverage Reviews. In the case of an urgent appeal for coverage involving urgent care, you will be notified of the benefit determination within 72 hours of receipt of the claim. This coverage decision is final and binding. You have the right to receive, upon request and at no charge, the information used to review your appeal. You also have the right to bring a civil action if your final appeal is denied.

**For member submitted paper claims:**

Your plan provides for reimbursement of prescriptions, subject to deductible and coinsurance when you pay 100% of the prescription price at the time of purchase. This claim will be processed based on your plan benefit. You will receive an explanation of benefits within 30 days of receipt of your claim.

**EXTERNAL REVIEW**

If you are dissatisfied with Express Scripts determination of an appeal, you may be eligible for an independent External Review pursuant to federal law.

The appeal must be in writing. The appeal letter should include any additional supporting documentation, a copy of the original appeal and a copy of the Express-Scripts appeal decision to Express-scripts, PO BOX 66587, St. Louis, MO 63166-6587, ATTN: Admin Reviews.

The deadline for filing an appeal is 180 days from the receipt of the Express Scripts appeal decision. If an appeal is filed beyond the 180-day timeframe, no action will be taken and you cannot request an appeal at a later date.

***PLEASE REFER TO MEDICAL PLAN SECTION OF THIS DOCUMENT FOR DETAILED INFORMATION ABOUT YOUR RIGHTS, ELIGIBILITY, COBRA AND OTHER IMPORTANT INFORMATION.***

## **MEDICAL CLAIMS PAYMENT**

Providers who participate in the BlueCard® PPO Network have agreed to submit claims directly to the local Blue Cross and/or Blue Shield plan in their area. Therefore if the BlueCard® PPO Network Hospitals, Physicians and Ancillary Providers are used, claims for their services will generally not have to be filed by the Member. In addition, many Out-of-Network Hospitals and Physicians will also file claims if the information on the Blue Cross and Blue Shield Identification Card is provided to them. If the provider requests a claim form to file a claim, a claim form can be obtained by contacting your local Human Resources Department or by visiting [www.anthem.com](http://www.anthem.com).

Please note you may be required to complete an authorization form in order to have your claims and other personal information sent to the Claims Administrator when you receive care in foreign countries. Failure to submit such authorizations may prevent foreign providers from sending your claims and other personal information to the Claims Administrator.

**How to File Claims**

Under normal conditions, the Claims Administrator should receive the proper claim form within 12 months after the service was provided. This section of the Benefit Booklet describes when to file a benefits claim and when a Hospital or Physician will file the claim for you.

Each person enrolled through the Plan is eligible to receive an identification card. Remember, in order to receive full benefits, you must receive treatment from an In-Network Provider. When admitted to a

Network Hospital, present your identification card. Upon discharge, you will be billed only for those charges subject to deductible and coinsurance and charges not covered by the Plan.

When you receive Covered Services from an In-Network Physician or other Network licensed health care provider, ask him or her to complete a claim form. Payment for Covered Services will be made directly to the provider.

For health care expenses other than those billed by an In-Network Provider, use a claim form to report your expenses. You may obtain these from your Employer or the Claims Administrator. Claims should include your name, Plan and Group numbers exactly as they appear on your identification card. Attach all bills to the claim form and file directly with the Claims Administrator. Be sure to keep a photocopy of all forms and bills for your records. The address is on the claim form.

Save all bills and statements related to your illness or Injury. Make certain they are itemized to include dates, places and nature of services or supplies.

## **Maximum Allowed Amount**

### **General**

This section describes how the Claims Administrator determines the amount of reimbursement for Covered Services. Reimbursement for services rendered by an In-Network and Out-of-Network Provider is based on this/your Plan's Maximum Allowed Amount for the Covered Service that you receive. Please see the BlueCard section for additional information.

The Maximum Allowed Amount for this Plan is the maximum amount of reimbursement Anthem will allow for services and supplies:

- That meet Our definition of Covered Services, to the extent such services and supplies are covered under your Plan and are not excluded;
- That are Medically Necessary; and
- That are provided in accordance with all applicable preauthorization, utilization management or other requirements set forth in your Plan.

You will be required to pay a portion of the Maximum Allowed Amount to the extent you have not met your Deductible or Coinsurance. In addition, when you receive Covered Services from an Out-of-Network Provider, you may be responsible for paying any difference between the Maximum Allowed Amount and the Provider's actual charges. This amount can be significant.

When you receive Covered Services from a Provider, the Claims Administrator will, to the extent applicable, apply claim processing rules to the claim submitted for those Covered Services. These rules evaluate the claim information and, among other things, determine the accuracy and appropriateness of the procedure and diagnosis codes included in the claim. Applying these rules may affect Claims Administrator's determination of the Maximum Allowed Amount. The Claims Administrator's application of these rules does not mean that the Covered Services you received were not Medically Necessary. It means Claims Administrator has determined that the claim was submitted inconsistent with procedure coding rules and/or reimbursement policies. For example, your Provider may have submitted the claim using several procedure codes when there is a single procedure code that includes all of the procedures that were performed. When this occurs, the Maximum Allowed Amount will be based on the single procedure code rather than a separate Maximum Allowed Amount for each billed code.

Likewise, when multiple procedures are performed on the same day by the same physician or other healthcare professional, the Plan may reduce the Maximum Allowed Amounts for those secondary and subsequent procedures because reimbursement at 100% of the Maximum Allowed Amount for those procedures would represent duplicative payment for components of the primary procedure that may be considered incidental or inclusive.



## Provider Network Status

The Maximum Allowed Amount may vary depending upon whether the Provider is an In-Network Provider or an Out-of-Network Provider.

An In-Network Provider is a Provider who is in the managed network for this specific product or in a special Center of Excellence/or other closely managed specialty network, or who has a participation contract with the Claims Administrator. For Covered Services performed by an In-Network Provider, the Maximum Allowed Amount for this/your Plan is the rate the Provider has agreed with the Claims Administrator to accept as reimbursement for the Covered Services. Because In-Network Providers have agreed to accept the Maximum Allowed Amount as payment in full for those Covered Services, they should not send you a bill or collect for amounts above the Maximum Allowed Amount. However, you may receive a bill or be asked to pay all or a portion of the Maximum Allowed Amount to the extent you have not met your Deductible or Coinsurance. Please call Customer Service for help in finding an In-Network Provider or visit [www.anthem.com](http://www.anthem.com).

Providers who have not signed any contract with the Claims Administrator and are not in any of the Claims Administrator's networks are Out-of-Network Provider.

For Covered Services you receive from an Out-of-Network Provider, the Maximum Allowed Amount for this Plan will be one of the following as determined by the Claims Administrator:

1. An amount based on the Claims Administrator's Out-of-Network Provider fee schedule/rate, which the Claims Administrator has established in its' discretion, and which the Claims Administrator reserves the right to modify from time to time, after considering one or more of the following: reimbursement amounts accepted by like/similar providers contracted with the Claims Administrator, reimbursement amounts paid by the Centers for Medicare and Medicaid Services for the same services or supplies, and other industry cost, reimbursement and utilization data; or
2. An amount based on the level and/or method of reimbursement used by the Centers for Medicare and Medicaid Services, unadjusted for geographic locality, for the same services or supplies. Such reimbursement amounts will be updated no less than annually; or
3. An amount based on information provided by a third party vendor, which may reflect one or more of the following factors: (1) the complexity or severity of treatment; (2) level of skill and experience required for the treatment; or (3) comparable providers' fees and costs to deliver care; or
4. An amount negotiated by the Claims Administrator or a third party vendor which has been agreed to by the Provider. This may include rates for services coordinated through case management; or
5. An amount based on or derived from the total charges billed by the Out-of-Network Provider.

Providers who are not contracted for this plan, but contracted for other plans with the Claims Administrator are also considered Out-of-Network. For your Plan, the Maximum Allowed Amount for services from these Providers will be one of the five methods shown above unless the contract between the Claims Administrator and that Provider specifies a different amount.

Unlike In-Network Providers, Out-of-Network Provider may send you a bill and collect for the amount of the Provider's charge that exceeds the Plan's Maximum Allowed Amount. You are responsible for paying the difference between the Maximum Allowed Amount and the amount the Provider charges. This amount can be significant. Choosing an In-Network Provider will likely result in lower Out-of-Pocket costs to you. Please call Customer Service for help in finding an In-Network Provider or visit the Claims Administrator's website at [www.anthem.com](http://www.anthem.com).

Customer Service is also available to assist you in determining this/your Plan's Maximum Allowed Amount for a particular service from an Out-of-Network Provider. In order for the Claims Administrator to assist you, you will need to obtain from your Provider the specific procedure code(s) and diagnosis code(s) for the services the Provider will render. You will also need to know the Provider's charges to calculate your Out-of-Pocket responsibility. Although Customer Service can assist you with this pre-service information, the final Maximum Allowed Amount for your claim will be based on the actual claim submitted by the Provider.

### **Member Cost Share**

For certain Covered Services and depending on your plan design, you may be required to pay a part of the Maximum Allowed Amount as your cost share amount (for example, Deductible, Copayment, and/or Coinsurance).

Your cost share amount and Out-of-Pocket Limits may vary depending on whether you received services from an In-Network or Out-of-Network Provider. Specifically, you may be required to pay higher cost sharing amounts or may have limits on your benefits when using Out-of-Network Provider. Please see the Schedule of Benefits in this Benefit Booklet for your cost share responsibilities and limitations, or call Customer Service to learn how this Plan's benefits or cost share amounts may vary by the type of Provider you use.

The Plan will not provide any reimbursement for Non-Covered Services. You may be responsible for the total amount billed by your Provider for Non-Covered Services, regardless of whether such services are performed by an In-Network or Non Network Provider. Both services specifically excluded by the terms of Your Plan and those received after benefits have been exhausted are Non-Covered Services. Benefits may be exhausted by exceeding, for example, benefit caps or day/visit limits.

In some instances you may only be asked to pay the lower Network cost sharing amount when you use an Out-of-Network Provider. For example, if you go to an In-Network Hospital or Provider facility and receive Covered Services from an Out-of-Network Provider such as a radiologist, anesthesiologist or pathologist who is employed by or contracted with a Network Hospital or facility, you will pay the Network cost share amounts for those Covered Services. However, you also may be liable for the difference between the Maximum Allowed Amount and the Out-of-Network Provider's charge.

### **Authorized Services**

In some circumstances, such as where there is no In-Network Provider available for the Covered Service, the Plan may authorize the In-Network cost share amounts (Deductible, and/or Coinsurance) to apply to a claim for a Covered Service you receive from an Out-of-Network Provider. In such circumstance, you must contact the Claims Administrator in advance of obtaining the Covered Service. The Plan also may authorize the In-Network cost share amounts to apply to a claim for Covered Services if you receive Emergency services from an Out-of-Network Provider and are not able to contact the Claims Administrator until after the Covered Service is rendered. If the Plan authorizes a Covered Service so that you are responsible for the In-Network cost share amounts, you may still be liable for the difference between the Maximum Allowed Amount and the Out-of-Network Provider's charge. Please contact Customer Service for Authorized Services information or to request authorization.

### **Services Performed During Same Session**

The Plan may combine the reimbursement of Covered Services when more than one service is performed during the same session. Reimbursement is limited to the Plan's Maximum Allowed Amount. **If services are performed by Out-of-Network Provider**, then you are responsible for any amounts charged in excess of the Plan's Maximum Allowed Amount **with or without a referral or regardless if allowed as an Authorized Service**. Contact the Claims Administrator for more information.

### **Processing Your Claim**

You are responsible for submitting your claims for expenses not normally billed by and payable to a Hospital or Physician. Always make certain you have your identification card with you. Be sure Hospital

or Physician's office personnel copy your name, and identification numbers (including the 3-letter prefix) accurately when completing forms relating to your coverage.

### **Timeliness of Filing-Member Submitted Claims**

To receive benefits, a properly completed claim form with any necessary reports and records must be filed by you within 90 days of the date of service. Payment of claims will be made as soon as possible following receipt of the claim, unless more time is required because of incomplete or missing information. In this case, you will be notified of the reason for the delay and will receive a list of all information needed to continue processing your claim. After this data is received, the Claims Administrator will complete claims processing. No request for an adjustment of a claim can be submitted later than 24 months after the date of service.

### **Necessary Information**

In order to process your claim, the Claims Administrator may need information from the provider of the service. As a Member, you agree to authorize the Physician, Hospital, or other provider to release necessary information.

The Claims Administrator will consider such information confidential. However, the Plan and the Claims Administrator have the right to use this information to defend or explain a denied claim.

### **Explanation of Benefits**

After you receive medical care, you will generally receive an Explanation of Benefits (EOB). The EOB is a summary of the coverage you receive. The EOB is not a bill, but a statement sent by the Claims Administrator, to help you understand the coverage you are receiving. The EOB shows:

- Total amounts charged for services/supplies received;
- The amount of the charges satisfied by your coverage;
- The amount for which you are responsible (if any); and
- General information about your Appeals rights and information regarding the right to bring an action after the Appeals process.

### **Out-of-Area Services**

Anthem has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "Inter-Plan Programs." Whenever you obtain healthcare services outside of Anthem's service area, the claims for these services may be processed through one of these Inter-Plan Programs, which include the BlueCard Program and may include negotiated National Account arrangements available between Anthem and other Blue Cross and Blue Shield Licensees.

Typically, when accessing care outside Anthem's service area, you will obtain care from healthcare Providers that have a contractual agreement (i.e., are "participating providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, you may obtain care from nonparticipating healthcare Providers. Anthem's payment practices in both instances are described below.

### **BlueCard® Program**

Under the BlueCard® Program, when you access covered healthcare services within the geographic area served by a Host Blue, Anthem will remain responsible for fulfilling Anthem's contractual obligations. However, the Host Blue is responsible for contracting with and generally handling all interactions with its participating healthcare Providers.

Whenever you access covered healthcare services outside Anthem's service area and the claim is processed through the BlueCard Program, the amount you pay for covered healthcare services is calculated based on the lower of:

- The billed covered charges for your Covered Services; or
- The negotiated price that the Host Blue makes available to Anthem.

Often, this “negotiated price” will be a simple discount that reflects an actual price that the Host Blue pays to your healthcare Provider. Sometimes, it is an estimated price that takes into account special arrangements with your healthcare Provider or Provider group that may include types of settlements, incentive payments, and/or other credits or charges. Occasionally, it may be an average price, based on a discount that results in expected average savings for similar types of healthcare Providers after taking into account the same types of transactions as with an estimated price.

Estimated pricing and average pricing, going forward, also take into account adjustments to correct for over- or underestimation of modifications of past pricing for the types of transaction modifications noted above. However, such adjustments will not affect the price Anthem uses for your claim because they will not be applied retroactively to claims already paid.

Laws in a small number of states may require the Host Blue to add a surcharge to your calculation. If any state laws mandate other liability calculation methods, including a surcharge, we would then calculate your liability for any covered healthcare services according to applicable law.

If you obtain services in a state with more than one Blue Plan network, an exclusive network arrangement may be in place. If you see a Provider who is not part of an exclusive network arrangement, that Provider’s service(s) will be considered Non-Network care, and you may be billed the difference between the charge and the Maximum Allowable Amount. You may call the Customer Service number on your ID card or go to [www.anthem.com](http://www.anthem.com) for more information about such arrangements.

#### **Unauthorized Use of Identification Card**

If you permit your identification card to be used by someone else or if you use the card before coverage is in effect or after coverage has ended, you will be liable for payment of any expenses incurred resulting from the unauthorized use. Fraudulent misuse could also result in termination of the coverage. Fraudulent statements on enrollment forms and/or claims for services or payment involving all media (paper or electronic) may invalidate any payment or claims for services and be grounds for voiding the Member’s coverage. This includes fraudulent acts to obtain medical services and/or Prescription Drugs.

#### **Assignment**

You authorize the Claims Administrator, on behalf of the Employer, to make payments directly to Providers for Covered Services. The Claims Administrator also reserves the right to make payments directly to you. Payments may also be made to, and notice regarding the receipt and/or adjudication of claims, an Alternate Recipient, or that person’s custodial parent or designated representative. Any payments made by the Claims Administrator will discharge the Employer’s obligation to pay for Covered Services. You cannot assign your right to receive payment to anyone else, except as required by a “Qualified Medical Child Support order” as defined by any applicable Federal law.

Once a Provider performs a Covered Service, the Claims Administrator will not honor a request to withhold payment of the claims submitted.

The coverage and any benefits under the Plan are not assignable by any Member without the written consent of the Plan, except as provided above.

#### **Questions About Coverage or Claims**

If you have questions about your coverage, contact your Plan Administrator or the Claims Administrator’s Customer Service Department. Be sure to always give Your Member Identification number.

When asking about a claim, give the following information:

- identification number;
- patient’s name and address;
- date of service and type of service received; and
- provider name and address (Hospital or Physician).

To find out if a Hospital or Physician is an In-Network Provider, call them directly or call the Claims Administrator.

The Plan does not supply you with a Hospital or Physician. In addition, neither the Plan nor the Claims Administrator is responsible for any Injuries or damages you may suffer due to actions of any Hospital, Physician or other person. In order to process your claims, the Claims Administrator or the Plan Administrator may request additional information about the medical treatment you received and/or other group health insurance you may have. This information will be treated confidentially.

An oral explanation of your benefits by an employee of the Claims Administrator, Plan Administrator or Plan Sponsor is not legally binding.

Any correspondence mailed to you will be sent to your most current address. You are responsible for notifying the Plan Administrator of your new address.

## YOUR RIGHT TO APPEAL

For purposes of these Appeal provisions, “claim for benefits” means a request for benefits under the plan. The term includes both pre-service and post-service claims.

- A pre-service claim is a claim for benefits under the plan for which you have not received the benefit or for which you may need to obtain approval in advance.
- A post-service claim is any other claim for benefits under the plan for which you have received the service.

If your claim is denied or if your coverage is rescinded:

- You will be provided with a written notice of the denial or rescission; and
- You are entitled to a full and fair review of the denial or rescission.

The procedure the Claims Administrator will satisfy follows the minimum requirements for a full and fair review under applicable federal regulations.

### Notice of Adverse Benefit Determination

If your claim is denied, the Claims Administrator’s notice of the adverse benefit determination (denial) will include:

- information sufficient to identify the claim involved
- the specific reason(s) for the denial;
- a reference to the specific plan provision(s) on which the Claims Administrator’s determination is based;
- a description of any additional material or information needed to perfect your claim;
- an explanation of why the additional material or information is needed;
- a description of the plan’s review procedures and the time limits that apply to them, including a statement of your right to bring a civil action if you appeal and the claim denial is upheld;
- information about any internal rule, guideline, protocol, or other similar criterion relied upon in making the claim determination and about your right to request a copy of it free of charge, along with a discussion of the claims denial decision;
- information about the scientific or clinical judgment for any determination based on Medical Necessity or experimental treatment, or about your right to request this explanation free of charge, along with a discussion of the claims denial decision;
- the availability of, and contact information for, any applicable office of health insurance consumer assistance or ombudsman who may assist you; and
- information regarding your potential right to an External Appeal pursuant to federal law.

For claims involving urgent/concurrent care:

- the Claims Administrator’s notice will also include a description of the applicable urgent/concurrent review process; and
- the Claims Administrator may notify you or your authorized representative within 24 hours orally and then furnish a written notification.

### Appeals

You have the right to appeal an adverse benefit determination (claim denial or rescission of coverage). You or your authorized representative must file your appeal within 180 calendar days after you are notified of the denial or rescission. You will have the opportunity to submit written comments, documents, records, and other information supporting your claim. The Claims Administrator’s review of your claim will take into account all information you submit, regardless of whether it was submitted or considered in the initial benefit determination.

- The Claims Administrator shall offer a single mandatory level of appeal and an additional voluntary second level of appeal which may be a panel review, independent review, or other process consistent

with the entity reviewing the appeal. The time frame allowed for the Claims Administrator to complete its review is dependent upon the type of review involved (e.g. pre-service, concurrent, post-service, urgent, etc.).

**For pre-service claims involving urgent/concurrent care**, You may obtain an expedited appeal. You or your authorized representative may request it orally or in writing. All necessary information, including the Claims Administrator's decision, can be sent between the Claims Administrator and you by telephone, facsimile or other similar method. To file an appeal for a claim involving urgent/concurrent care, you or your authorized representative must contact the Claims Administrator at the number shown on your identification card and provide at least the following information:

- the identity of the claimant;
- the date (s) of the medical service;
- the specific medical condition or symptom;
- the provider's name
- the service or supply for which approval of benefits was sought; and
- any reasons why the appeal should be processed on a more expedited basis.

**All other requests for appeals** should be submitted in writing by the *Member* or the *Member's authorized representative*, except where the acceptance of oral *appeals* is otherwise required by the nature of the *appeal* (e.g. Urgent Care). You or your authorized representative must submit a request for review to:

Anthem Blue Cross and Blue Shield, ATTN: Appeals, P.O. Box 105568, Atlanta, Georgia 30348

Upon request, the Claims Administrator will provide, without charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim. "Relevant" means that the document, record, or other information:

- was relied on in making the benefit determination; or
- was submitted, considered, or produced in the course of making the benefit determination; or
- demonstrates compliance with processes and safeguards to ensure that claim determinations are made in accordance with the terms of the plan, applied consistently for similarly-situated claimants; or
- is a statement of the plan's policy or guidance about the treatment or benefit relative to your diagnosis.

The Claims Administrator will also provide you, free of charge, with any new or additional evidence considered, relied upon, or generated in connection with your claim. In addition, before you receive an adverse benefit determination on review based on a new or additional rationale, the Claims Administrator will provide you, free of charge, with the rationale.

**For Out of State Appeals** You have to file Provider appeals with the Host Plan. This means Providers must file appeals with the same plan to which the claim was filed.

### **How Your Appeal will be Decided**

When the Claims Administrator considers your appeal, the Claims Administrator will not rely upon the initial benefit determination or, for voluntary second-level appeals, to the earlier appeal determination. The review will be conducted by an appropriate reviewer who did not make the initial determination and who does not work for the person who made the initial determination. A voluntary second-level review will be conducted by an appropriate reviewer who did not make the initial determination or the first-level appeal determination and who does not work for the person who made the initial determination or first-level appeal determination.

If the denial was based in whole or in part on a medical judgment, including whether the treatment is Experimental or Investigational, or not Medically Necessary, the reviewer will consult with a health care

professional who has the appropriate training and experience in the medical field involved in making the judgment. This health care professional will not be one who was consulted in making an earlier determination or who works for one who was consulted in making an earlier determination.

### **Notification of the Outcome of the Appeal**

**If you appeal a claim involving urgent/concurrent care**, the Claims Administrator will notify you of the outcome of the appeal as soon as possible, but not later than 72 hours after receipt of your request for appeal.

**If you appeal any other pre-service claim**, the Claims Administrator will notify you of the outcome of the appeal within 30 days after receipt of your request for appeal

**If you appeal a post-service claim**, the Claims Administrator will notify you of the outcome of the appeal within 60 days after receipt of your request for appeal.

### **Appeal Denial**

If your appeal is denied, that denial will be considered an adverse benefit determination. The notification from the Claims Administrator will include all of the information set forth in the above section entitled "Notice of Adverse Benefit Determination."

### **Voluntary Second Level Appeals**

If you are dissatisfied with the Plan's mandatory first level appeal decision, a voluntary second level appeal may be available. If you would like to initiate a second level appeal, please write to the address listed above. Voluntary appeals must be submitted within 60 calendar days of the denial of the first level appeal. You are not required to complete a voluntary second level appeal prior to submitting a request for an independent External Review.

### **External Review**

If the outcome of the mandatory first level appeal is adverse to you, you may be eligible for an independent External Review pursuant to federal law.

You must submit your request for External Review to the Claims Administrator within four (4) months of the notice of your final internal adverse determination.

A request for an External Review must be in writing unless the Claims Administrator determines that it is not reasonable to require a written statement. You do not have to re-send the information that you submitted for internal appeal. However, you are encouraged to submit any additional information that you think is important for review.

For pre-service claims involving urgent/concurrent care, you may proceed with an Expedited External Review without filing an internal appeal or while simultaneously pursuing an expedited appeal through the Claims Administrator's internal appeal process. You or your authorized representative may request it orally or in writing. All necessary information, including the Claims Administrator's decision, can be sent between the Claims Administrator and you by telephone, facsimile or other similar method. To proceed with an Expedited External Review, you or your authorized representative must contact the Claims Administrator at the number shown on your identification card and provide at least the following information:

- the identity of the claimant;
- The date (s) of the medical service;
- the specific medical condition or symptom;
- the provider's name
- the service or supply for which approval of benefits was sought; and
- any reasons why the appeal should be processed on a more expedited basis.



All other requests for External Review should be submitted in writing unless the Claims Administrator determines that it is not reasonable to require a written statement. Such requests should be submitted by you or your authorized representative to:

Anthem Blue Cross and Blue Shield, ATTN: Appeals, P.O. Box 105568, Atlanta, Georgia 30348

This is not an additional step that you must take in order to fulfill your appeal procedure obligations described above. Your decision to seek External Review will not affect your rights to any other benefits under this health care plan. There is no charge for you to initiate an independent External Review. The External Review decision is final and binding on all parties except for any relief available through applicable state laws.

**Requirement to file an Appeal before filing a lawsuit**

No lawsuit or legal action of any kind related to a benefit decision may be filed by you in a court of law or in any other forum, unless it is commenced within three years of the Plan's final decision on the claim or other request for benefits. If the Plan decides an appeal is untimely, the Plan's latest decision on the merits of the underlying claim or benefit request is the final decision date. You must exhaust the Plan's internal Appeals Procedure but not including any voluntary level of appeal, before filing a lawsuit or taking other legal action of any kind against the Plan.

**The Claims Administrator reserves the right to modify the policies, procedures and timeframes in this section upon further clarification from Department of Health and Human Services and Department of Labor.**

## COORDINATION OF BENEFITS (COB)

This Coordination of Benefits (COB) provision applies when you have health care coverage under more than one Plan.

Please note that several terms specific to this provision are listed below. Some of these terms have different meanings in other parts of the Benefit Booklet, e.g., Plan. For this provision only, "Plan" will have the meanings as specified below. In the rest of the Benefit Booklet, Plan has the meaning listed in the **Definitions** section.

The order of benefit determination rules determine the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary Plan. The Primary Plan must pay benefits according to its policy terms regardless of the possibility that another Plan may cover some expenses. The Plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all Plans do not exceed 100% of the total Allowable expense.

The Allowable expense under COB is generally the higher of the Primary and Secondary Plans' allowable amounts. An In-Network Provider can bill you for any remaining Coinsurance, Deductible and/or Copayment under the higher of the Plans' allowable amounts. This higher allowable amount may be more than the Plan's Maximum Allowable Amount.

### COB DEFINITIONS

**Plan** is any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same Plan and there is no COB among those separate contracts.

1. Plan includes: Group and non group insurance contracts and subscriber contracts; Health maintenance organization (HMO) contracts; Uninsured arrangements of group or group-type coverage; Coverage under group or non group closed panel plans; Group-type contracts; Medical care components of long term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts (whether "fault" or "no fault"); Other governmental benefits, except for Medicare, Medicaid or a government plan that, by law, provides benefits that are in excess of those of any private insurance plan or other nongovernmental plan.
2. Plan does not include: Accident only coverage; Specified disease or specified accident coverage; Limited health benefit coverage; Benefits for non-medical components of long-term care policies; Hospital indemnity coverage benefits or other fixed indemnity coverage; School accident-type coverages covering grammar, high school, and college students for accidents only, including athletic injuries, either on a twenty-four (24) hour or "to and from school" basis; and Medicare supplement policies.

Each contract for coverage under items 1 or 2 above is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

**This Plan** means the part of the contract providing health care benefits that the COB provision applies to and which may be reduced because of the benefits of other plans. Any other part of the contract providing health care benefits is separate from This Plan. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.

The order of benefit determination rules determine whether This Plan is a Primary Plan or Secondary Plan when you have health care coverage under more than one Plan.

When This Plan is primary, it determines payment for its benefits first before those of any other Plan without considering any other Plan's benefits. When This Plan is secondary, it determines its benefits after those of another Plan and may reduce the benefits it pays so that all Plan benefits do not exceed

100% of the total Allowable expense.

**Allowable expense** is a health care expense, including Deductibles, Coinsurance and Copayments, that is covered at least in part by any Plan covering you. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable expense and a benefit paid. An expense that is not covered by any Plan covering you is not an Allowable expense. In addition, any expense that a Provider by law or in accordance with a contractual agreement is prohibited from charging you is not an Allowable expense; however, if a Provider has a contractual agreement with both the Primary and Secondary Plans, then the higher of the contracted fees is the Allowable expense, and the Provider may charge up to the higher contracted fee.

The following are non-allowable expenses:

1. The difference between the cost of a semi-private Hospital room and a private Hospital room is not an Allowable expense, unless one of the Plans provides coverage for private Hospital room expenses.
2. If you are covered by 2 or more Plans that calculate their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement method or other similar reimbursement methods, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable expense.
3. If you are covered by 2 or more Plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable expense.
4. If you are covered by one Plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement method or other similar reimbursement method and another Plan that provides its benefits or services on the basis of negotiated fees, the Primary Plan's payment arrangement will be the Allowable expense for all Plans. However, if the Provider has contracted with the Secondary Plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the Primary Plan's payment arrangement and if the Provider's contract permits, the negotiated fee or payment will be the Allowable expense used by the Secondary Plan to determine its benefits.
5. The amount of any benefit reduction by the Primary Plan because you have failed to comply with the Plan provisions is not an Allowable expense. Examples of these types of Plan provisions include second surgical opinions, precertification of admissions or services, and In-Network Provider arrangements.
6. The amount that is subject to the Primary high-Deductible health plan's Deductible, if the Claims Administrator has been advised by you that all Plans covering you are high-Deductible health plans and you intend to contribute to a health savings account established in accordance with Section 223 of the Internal Revenue Code of 1986.

**Closed panel plan** is a Plan that provides health care benefits primarily in the form of services through a panel of Providers that contract with or are employed by the Plan, and that excludes coverage for services provided by other Providers, except in cases of emergency or referral by a panel member.

**Custodial parent** is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the calendar year excluding any temporary visitation.

## **ORDER OF BENEFIT DETERMINATION RULES**

When you are covered by two or more Plans, the rules for determining the order of benefit payments are:

The Primary Plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any other Plan.

1. Except as provided in Paragraph 2 below, a Plan that does not contain a Coordination of Benefits provision that is consistent with this COB provision is always primary unless the provisions of both Plans state that the complying Plan is primary.

2. Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage will be excess to any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are placed over base plan Hospital and surgical benefits, and insurance type coverages that are written in connection with a closed panel plan to provide Out-of-Network benefits.

A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.

Each Plan determines its order of benefits using the first of the following rules that apply:

**Rule 1 - Non-Dependent or Dependent.** The Plan that covers you other than as a Dependent, for example as an employee, member, policyholder, subscriber or retiree is the Primary Plan, and the Plan that covers you as a Dependent is the Secondary Plan. However, if you are a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering you as a Dependent and primary to the Plan covering you as other than a Dependent (e.g. a retired employee), then the order of benefits between the two Plans is reversed so that the Plan covering you as an employee, member, policyholder, subscriber or retiree is the Secondary Plan and the other Plan covering you as a Dependent is the Primary Plan.

**Rule 2 - Dependent Child Covered Under More Than One Plan.** Unless there is a court decree stating otherwise, when a Dependent child is covered by more than one Plan the order of benefits is determined as follows:

1. For a Dependent child whose parents are married or are living together, whether or not they have ever been married:
  - the Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan; or
  - if both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.
2. For a Dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:
  - If a court decree states that one of the parents is responsible for the Dependent child's health care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to plan years commencing after the Plan is given notice of the court decree;
  - If a court decree states that both parents are responsible for the Dependent child's health care expenses or health care coverage, the provisions of 1. above will determine the order of benefits;
  - If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the Dependent child, the provisions of 1. above will determine the order of benefits; or
  - If there is no court decree assigning responsibility for the Dependent child's health care expenses or health care coverage, the order of benefits for the child are as follows:
    - The Plan covering the Custodial parent;
    - The Plan covering the spouse of the Custodial parent;
    - The Plan covering the non-custodial parent; and then
    - The Plan covering the spouse of the non-custodial parent.
3. For a Dependent child covered under more than one Plan of individuals who are not the parents of the child, the provisions of item 1 above will determine the order of benefits as if those individuals were the parents of the child.

**Rule 3 - Active Employee or Retired or Laid-off Employee.** The Plan that covers you as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Plan. The Plan also covering you as a retired or laid-off employee is the Secondary Plan. The same would hold true if you are a Dependent of an active employee and you are a Dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if "Rule 1 - Non-Dependent or Dependent" can determine the order of benefits.

**Rule 4 - COBRA.** If you are covered under COBRA or under a right of continuation provided by other federal law and are covered under another Plan, the Plan covering you as an employee, member, subscriber or retiree or covering you as a Dependent of an employee, member, subscriber or retiree is the Primary Plan and the COBRA or other federal continuation coverage is the Secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if "Rule 1 - Non-Dependent or Dependent" can determine the order of benefits. This rule does not apply when the person is covered either: (a) as a non- Dependent under both Plans (i.e. the person is covered under a right of continuation as a qualified beneficiary who, on the day before a qualifying event, was covered under the group health plan as an employee or as a retired employee and is covered under his or her own Plan as an employee, member, subscriber or retiree); or (b) as a Dependent under both plans (i.e. the person is covered under a right of continuation as a qualified beneficiary who, on the day before a qualifying event, was covered under the group health plan as a Dependent of an employee, member or subscriber or retired employee and is covered under the other plan as a Dependent of an employee, member, subscriber or retiree).

**Rule 5 - Longer or Shorter Length of Coverage.** The Plan that covered you longer is the Primary Plan and the Plan that covered you the shorter period of time is the Secondary Plan.

**Rule 6.** If the preceding rules do not determine the order of benefits, the Allowable expenses will be shared equally between the Plans meeting the definition of Plan. In addition, This Plan will not pay more than it would have paid had it been the Primary Plan.

#### **EFFECT ON THE BENEFITS OF THIS PLAN**

When a Member is covered under two or more Plans which together pay more than the Allowable expense, the Plan will pay this Plan's benefits according to the Order of Benefit Determination Rules. This Plan's benefit payments will not be affected when it is primary. However, when this Plan is secondary under the Order of Benefit Determination Rules, we start with this Plan's Allowable expense, deduct the Primary Plan's payment.

#### **RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION**

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under This Plan and other Plans. The Claims Administrator may get the facts it needs from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under This Plan and other Plans covering the person claiming benefits. The Claims Administrator need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give the Claims Administrator any facts the Claims Administrator need to apply those rules and determine benefits payable.

## **FACILITY OF PAYMENT**

A payment made under another Plan may include an amount that should have been paid under This Plan. If it does, This Plan may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under This Plan. This Plan will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means the reasonable cash value of the benefits provided in the form of services.

## **RIGHT OF RECOVERY**

If the amount of the payments made by This Plan is more than should have paid under this COB provision, the Plan may recover the excess from one or more of the persons:

1. the Plan has paid or for whom the Plan have paid; or
2. any other person or organization that may be responsible for the benefits or services provided for the Member.

The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

## **When a Covered Person Qualifies for Medicare**

### **Determining Which Plan is Primary**

To the extent permitted by law, this Plan will pay Benefits second to Medicare when you become eligible for Medicare, even if you don't elect it. There are, however, Medicare-eligible individuals for whom the Plan pays Benefits first and Medicare pays benefits second:

- Subscribers with active current employment status age 65 or older and their spouses age 65 or older; and
- individuals with end-stage renal disease, for a limited period of time.

### **Determining the Allowable Expense When This Plan is Secondary to Medicare**

If this Plan is secondary to Medicare, the Medicare approved amount is the Allowable Expense, as long as the Provider accepts Medicare. If the Provider does not accept Medicare, the Medicare limiting charge (the most a Provider can charge you if they don't accept Medicare) will be the Allowable Expense. Medicare payments, combined with Plan Benefits, will not exceed 100% of the total Allowable Expense.

If you are eligible for, but not enrolled in, Medicare, and this Plan is secondary to Medicare, Benefits payable under this Plan will be reduced by the amount that would have been paid if you had been enrolled in Medicare.

# SUBROGATION AND REIMBURSEMENT

These provisions apply when the Plan pays benefits as a result of injuries or illnesses you sustained and you have a right to a Recovery or have received a Recovery from any source.

## Recovery

A "Recovery" includes, but is not limited to, monies received from any person or party, any person's or party's liability insurance, uninsured/underinsured motorist proceeds, worker's compensation insurance or fund, "no-fault" insurance and/or automobile medical payments coverage, whether by lawsuit, settlement or otherwise. Regardless of how you or your representative or any agreements characterize the money you receive as a Recovery, it shall be subject to these provisions.

## Subrogation

The Plan has the right to recover payments it makes on your behalf from any party responsible for compensating you for your illnesses or injuries. The following apply:

- The Plan has first priority from any Recovery for the full amount of benefits it has paid regardless of whether you are fully compensated, and regardless of whether the payments you receive make you whole for your losses, illnesses and/or injuries.
- You and your legal representative must do whatever is necessary to enable the Plan to exercise the Plan's rights and do nothing to prejudice those rights.
- In the event that you or your legal representative fail to do whatever is necessary to enable the Plan to exercise its subrogation rights, the Plan shall be entitled to deduct the amount the Plan paid from any future benefits under the Plan.
- The Plan has the right to take whatever legal action it sees fit against any person, party or entity to recover the benefits paid under the Plan.
- To the extent that the total assets from which a Recovery is available are insufficient to satisfy in full the Plan's subrogation claim and any claim held by you, the Plan's subrogation claim shall be first satisfied before any part of a Recovery is applied to your claim, Your attorney fees, other expenses or costs.
- The Plan is not responsible for any attorney fees, attorney liens, other expenses or costs you incur without the Plan's prior written consent. The "common fund" doctrine does not apply to any funds recovered by any attorney you hire regardless of whether funds recovered are used to repay benefits paid by the Plan.

## Reimbursement

If you obtain a Recovery and the Plan has not been repaid for the benefits the Plan paid on your behalf, the Plan shall have a right to be repaid from the Recovery in the amount of the benefits paid on your behalf and the following provisions will apply:

- You must reimburse the Plan from any Recovery to the extent of benefits the Plan paid on your behalf regardless of whether the payments you receive make you whole for your losses, illnesses and/or injuries.
- Notwithstanding any allocation or designation of your Recovery (e.g., pain and suffering) made in a settlement agreement or court order, the Plan shall have a right of full recovery, in first priority, against any Recovery. Further, the Plan's rights will not be reduced due to your negligence.
- You and your legal representative must hold in trust for the Plan the proceeds of the gross Recovery (*i.e.*, the total amount of your Recovery before attorney fees, other expenses or costs) to be paid to the Plan immediately upon your receipt of the Recovery. You must reimburse the Plan, in first priority and without any set-off or reduction for attorney fees, other expenses or costs. The "common fund" doctrine does not apply to any funds recovered by any attorney you hire regardless of whether funds recovered are used to repay benefits paid by the Plan.
- If you fail to repay the Plan, the Plan shall be entitled to deduct any of the unsatisfied portion of the amount of benefits the Plan has paid or the amount of your Recovery whichever is less, from any future benefit under the Plan if:

1. The amount the Plan paid on your behalf is not repaid or otherwise recovered by the Plan; or
  2. You fail to cooperate.
- In the event that you fail to disclose the amount of your settlement to the Plan, the Plan shall be entitled to deduct the amount of the Plan's lien from any future benefit under the Plan.
  - The Plan shall also be entitled to recover any of the unsatisfied portions of the amount the Plan has paid or the amount of your Recovery, whichever is less, directly from the Providers to whom the Plan has made payments on your behalf. In such a circumstance, it may then be your obligation to pay the Provider the full billed amount, and the Plan will not have any obligation to pay the Provider or reimburse you.
  - The Plan is entitled to reimbursement from any Recovery, in first priority, even if the Recovery does not fully satisfy the judgment, settlement or underlying claim for damages or fully compensate you or make you whole.

#### **Your Duties**

- You must notify the Plan promptly of how, when and where an accident or incident resulting in personal Injury or illness to you occurred and all information regarding the parties involved.
- You must cooperate with the Plan in the investigation, settlement and protection of the Plan's rights. In the event that you or your legal representative fail to do whatever is necessary to enable the Plan to exercise its subrogation or reimbursement rights, the Plan shall be entitled to deduct the amount the Plan paid from any future benefits under the Plan.
- You must not do anything to prejudice the Plan's rights.
- You must send the Plan copies of all police reports, notices or other papers received in connection with the accident or incident resulting in personal Injury or illness to you.
- You must promptly notify the Plan if you retain an attorney or if a lawsuit is filed on your behalf.

The Plan Sponsor has sole discretion to interpret the terms of the Subrogation and Reimbursement provision of this Plan in its entirety and reserves the right to make changes as it deems necessary.

If the covered person is a minor, any amount recovered by the minor, the minor's trustee, guardian, parent, or other representative, shall be subject to this provision. Likewise, if the covered person's relatives, heirs, and/or assignees make any Recovery because of injuries sustained by the covered person, that Recovery shall be subject to this provision.

The Plan shall be secondary in coverage to any medical payments provision, no-fault automobile insurance policy or personal Injury protection policy regardless of any election made by you to the contrary. The Plan shall also be secondary to any excess insurance policy, including, but not limited to, school and/or athletic policies.

The Plan is entitled to recover its attorney's fees and costs incurred in enforcing this provision.



## GENERAL INFORMATION

### **Entire Agreement**

This Benefit Booklet, the Administrative Services Agreement, the Employer's application, any Riders, Endorsements or attachments, and the individual applications of the Subscribers and Members, if any, constitute the entire agreement between the Claims Administrator and the Employer and as of the Effective Date, supersede all other agreements between the parties. Any and all statements made to the Claims Administrator by the Employer, and any and all statements made to the Employer by the Claims Administrator, are representations and not warranties, and no such statement unless it is contained in a written application for coverage under the Plan, shall be used in defense to a claim under the Plan.

### **Form or Content of Benefit Booklet**

No agent or employee of the Claims Administrator is authorized to change the form or content of this Benefit Booklet. Such changes can be made only through an endorsement authorized and signed by an officer of the Employer.

### **Circumstances Beyond the Control of the Plan**

The Claims Administrator shall make a good-faith effort to arrange for an alternative method of administering benefits. In the event of circumstances not within the control of the Claims Administrator or Employer, including but not limited to: a major disaster, epidemic, the complete or partial destruction of facilities, riot, civil insurrection, labor disputes not within the control of the Claims Administrator, disability of a significant part of an In-Network Provider's personnel or similar causes, or the rendering of health care services provided by the Plan is delayed or rendered impractical the Claims Administrator shall make a good-faith effort to arrange for an alternative method of administering benefits. In such event, the Claims Administrator and In-Network Providers shall administer and render services under the Plan insofar as practical, and according to their best judgment; but the Claims Administrator and In-Network Providers shall incur no liability or obligation for delay, or failure to administer or arrange for services if such failure or delay is caused by such an event.

### **Protected Health Information Under HIPAA**

The Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Privacy Regulations issued under HIPAA, contain provisions designed to protect the privacy of certain individually identifiable health information. Your Employer's Group Health Plan has a responsibility under the HIPAA Privacy Regulations to provide you with a Notice of Privacy Practices. This notice sets forth the Employer's rules regarding the disclosure of your information and details about a number of individual rights you have under the Privacy Regulations. As the Claims Administrator of your Employer's Plan, Anthem has also adopted a number of privacy practices and has described those in its Privacy Notice. If you would like a copy of Anthem's Notice, contact the customer service number on your identification card.

### **Worker's Compensation**

The benefits under the Plan are not designed to duplicate any benefit for which Members are eligible under the Worker's Compensation Law. All sums paid or payable by Worker's Compensation for services provided to a Member shall be reimbursed by, or on behalf of, the Member to the Plan to the extent the Plan has made or makes payment for such services. It is understood that coverage hereunder is not in lieu of, and shall not affect, any requirements for coverage under Worker's Compensation or equivalent employer liability or indemnification law.

### **Other Government Programs**

Except insofar as applicable law would require the Plan to be the primary payor, the benefits under the Plan shall not duplicate any benefits to which Members are entitled, or for which they are eligible under any other governmental program. To the extent the Plan has duplicated such benefits, all sums payable under such programs for services to Members shall be paid by or on behalf of the Member to the Plan.

## Medicare Program

When you are eligible for the Medicare program and Medicare is allowed by federal law to be the primary payor, the benefits described in this Benefit Description will be reduced by the amount of benefits allowed under Medicare for the same *Covered Services*. This reduction will be made whether or not you actually receive the benefits from Medicare. For the purposes of the calculation of benefits, if the Member has not enrolled in Medicare Part B, the Plan will calculate benefits as if they had enrolled.

- **If You Are Under Age 65 With End Stage Renal Disease (ESRD)**

If you are under age 65 and eligible for Medicare only because of ESRD (permanent kidney failure), the Plan will provide the benefits described in this Benefit Description before Medicare benefits. This includes the Medicare “three month waiting period” and the additional **30 months** after the Medicare effective date. After 33 months, the benefits described in this Benefit Description will be reduced by the amount that Medicare allows for the same *Covered Services*.

- **If You Are Under Age 65 With Other Disability**

If you are under age 65 and eligible for Medicare only because of a disability other than ESRD, the Plan will provide the benefits described in this Benefit Description before Medicare benefits. This is the case **only** if you are the actively employed *Subscriber* or the enrolled Spouse or child of the actively employed *Subscriber*.

- **If You Are Age 65 or Older**

If you are age 65 or older and eligible for Medicare only because of age, the Plan will provide the benefits described in this Benefit Description before Medicare. This can be the case **only** if you are an actively employed *Subscriber* or the enrolled Spouse of the actively employed *Subscriber*.

## Right of Recovery

Whenever payment has been made in error, the Plan will have the right to recover such payment from you or, if applicable, the Provider. In the event the Plan recovers a payment made in error from the Provider, except in cases of fraud, the Plan will only recover such payment from the Provider during the 24 months after the date the Plan made the payment on a claim submitted by the Provider. The Plan reserves the right to deduct or offset any amounts paid in error from any pending or future claim. The cost share amount shown in your Explanation of Benefits is the final determination and you will not receive notice of an adjusted cost share amount as a result of such recovery activity.

The Claims Administrator has oversight responsibility for compliance with Provider and vendor and Subcontractor contracts. The Claims Administrator may enter into a settlement or compromise regarding enforcement of these contracts and may retain any recoveries made from a Provider, Vendor, or Subcontractor resulting from these audits if the return of the overpayment is not feasible. The Claims Administrator has established recovery policies to determine which recoveries are to be pursued, when to incur costs and expenses and settle or compromise recovery amounts. The Claims Administrator will not pursue recoveries for overpayments if the cost of collection exceeds the overpayment amount. The Claims Administrator may not provide you with notice of overpayments made by the Plan or you if the recovery method makes providing such notice administratively burdensome.

## Relationship of Parties (Employer-Member-Claims Administrator)

Neither the Employer nor any Member is the agent or representative of the Claims Administrator.

The Employer is fiduciary agent of the Member. The Claims Administrator’s notice to the Employer will constitute effective notice to the Member. It is the Employer’s duty to notify the Claims Administrator of eligibility data in a timely manner. The Claims Administrator is not responsible for payment of Covered Services of Members if the Employer fails to provide the Claims Administrator with timely notification of Member enrollments or terminations.

**Community Insurance Company Note**

The Employer, on behalf of itself and its Members, hereby expressly acknowledges its understanding that the Administrative Services Agreement (which includes this Benefit Booklet) constitutes a contract solely between the Employer and Community Insurance Company (Anthem), and that Anthem is an independent corporation licensed to use the Blue Cross and Blue Shield names and marks in the state of Ohio. The Blue Cross and Blue Shield marks are registered by the Blue Cross and Blue Shield Association, an association of independently licensed Blue Cross and Blue Shield plans, with the U.S. Patent and Trademark Office in Washington, D.C. and in other countries. Further, Anthem is not contracting as the agent of the Blue Cross and Blue Shield Association or any other Blue Cross and/or Blue Shield Plan or licensee. This paragraph shall not create any additional obligations whatsoever on the part of Anthem other than those obligations created under other provisions of the Administrative Services Agreement or this Benefit Booklet.

**Notice**

Any notice given under the Plan shall be in writing. The notices shall be sent to: The Employer at its principal place of business; to you at the Subscriber's address as it appears on the records or in care of the Employer.

**Modifications or Changes in Coverage**

The Plan Sponsor may change the benefits described in this Benefit Booklet and the Member will be informed of such changes as required by law. This Benefit Booklet shall be subject to amendment, modification, and termination in accordance with any of its provisions by the Employer, or by mutual agreement between the Claims Administrator and the Employer without the consent or concurrence of any Member. By electing medical and Hospital benefits under the Plan or accepting the Plan benefits, all Members legally capable of contracting, and the legal representatives of all Members incapable of contracting, agree to all terms, conditions, and provisions hereof.

**Fraud**

Fraudulent statements on Plan enrollment forms or on electronic submissions will invalidate any payment or claims for services and be grounds for voiding the Member's coverage.

**Acts Beyond Reasonable Control (Force Majeure)**

Should the performance of any act required by this coverage be prevented or delayed by reason of any act of God, War, strike, lock-out, labor troubles, restrictive government laws or regulations, or any other cause beyond a party's control, the time for the performance of the act will be extended for a period equivalent to the period of delay, and non-performance of the act during the period of delay will be excused. In such an event, however, all parties shall use reasonable efforts to perform their respective obligations.

The Claims Administrator will adhere to the Plan Sponsor's instructions and allow the Plan Sponsor to meet all of the Plan Sponsor's responsibilities under applicable state and federal law. It is the Plan Sponsor's responsibility to adhere to all applicable state and federal laws and the Claims Administrator does not assume any responsibility for compliance.

**Conformity with Law**

Any provision of the Plan which is in conflict with the applicable federal laws and regulations is hereby amended to conform with the minimum requirements of such laws.

**Clerical Error**

Clerical error, whether of the Claims Administrator or the Employer, in keeping any record pertaining to this coverage will not invalidate coverage otherwise validly in force or continue benefits otherwise validly terminated.

**Policies and Procedures**

The Claims Administrator, on behalf of the Employer, may adopt reasonable policies, procedures, rules and interpretations to promote the orderly and efficient administration of the Plan with which a Member shall comply.

Under the terms of the Administrative Service Agreement with Your Employer, the Claims Administrator has the authority, in its discretion, to institute from time to time, utilization management, care management, disease management or wellness pilot initiatives in certain designated geographic areas. These pilot initiatives are part of the Claims Administrator's ongoing effort to find innovative ways to make available high quality and more affordable healthcare. A pilot initiative may affect some, but not all Members under the Plan. These programs will not result in the payment of benefits which are not provided in the Employer's Group Health Plan, unless otherwise agreed to by the Employer. The Claim's Administrator reserves the right to discontinue a pilot initiative at any time without advance notice to Employer.

**Value-Added Programs**

The Claims Administrator may offer health or fitness related programs to Members, through which You may access discounted rates from certain vendors for products and services available to the general public. Products and services available under this program are not Covered Services under the Plan but are in addition to plan benefits. As such, program features are not guaranteed under Your Employer's Group Health Plan and could be discontinued at any time. The Claims Administrator does not endorse any vendor, product or service associated with this program. Program vendors are solely responsible for the products and services you receive.

**Waiver**

No agent or other person, except an authorized officer of the Employer, has authority to waive any conditions or restrictions of the Plan, to extend the time for making a payment to the Plan, or to bind the Plan by making any promise or representation or by giving or receiving any information.

**Employer's Sole Discretion**

The Employer may, in its sole discretion, cover services and supplies not specifically covered by the Plan. This applies if the Employer, with advice from the Claims Administrator, determines such services and supplies are in lieu of more expensive services and supplies which would otherwise be required for the care and treatment of a Member.

**Reservation of Discretionary Authority**

The Claims Administrator shall have all the powers necessary or appropriate to enable it to carry out its duties in connection with the operation of the Plan and interpretation of the Benefit Booklet. This includes, without limitation, the power to construe the Administrative Services Agreement, to determine all questions arising under the Plan, to resolve Member Appeals and to make, establish and amend the rules, regulations and procedures with regard to the interpretation of the Benefit Booklet of the Plan. A specific limitation or exclusion will override more general benefit language. Anthem has complete discretion to interpret the Benefit Booklet. The Claims Administrator's determination shall be final and conclusive and may include, without limitation, determination of whether the services, treatment, or supplies are Medically Necessary, Experimental/Investigative, whether surgery is cosmetic, and whether charges are consistent with the Plan's Maximum Allowed Amount. A Member may utilize all applicable Appeals procedures.

**Care Received Outside the United States**

You will receive Plan benefits for care and treatment received outside the United States. Plan provisions will apply. Any care received must be a Covered Service. Please pay the provider of service at the time you receive treatment and obtain appropriate documentation of services received including bills, receipts, letters and medical narrative. This information should be submitted with your claim. All services will be subject to appropriateness of care. The Plan will reimburse you directly. Payment will be based on the Maximum Allowed Amount. Assignments of benefits to foreign providers or facilities cannot be honored.

You may be required to complete an authorization form in order to have your claims and other personal information sent to the Claims Administrator when you receive care in foreign countries. Failure to submit such authorizations may prevent foreign providers from sending your claims and other personal information to the Claims Administrator.

**Governmental Health Care Programs**

Under federal law, for groups with 20 or more Employees, all active Employees (regardless of age) can remain on the Group's Health Plan and receive group benefits as primary coverage. Also, Spouses (regardless of age) of active Employees can remain on the Group's Health Plan and receive group benefits as primary coverage. Direct any questions about Medicare eligibility and enrollment to your local Social Security Administration office.

# WHEN COVERAGE TERMINATES

## **Termination of Coverage (Individual)**

Membership for you and your enrolled family members may be continued as long as you are employed by the Employer and meet eligibility requirements. It ceases if your employment ends, if you no longer meet eligibility requirements, if the Plan ceases, or if you fail to make any required contribution toward the cost of your coverage. In any case, your coverage would end at the expiration of the period covered by your last contribution.

Coverage of an enrolled child ceases at the end of the month when the child attains the age limit shown in the Eligibility section. Coverage of a disabled child over age 26 ceases if the child is found to be no longer totally or permanently disabled.

Coverage of the Spouse of a Subscriber terminates as of the date of divorce or death.

Should you or any family Members be receiving covered care in the Hospital at the time your membership terminates for reasons other than your Employer's cancellation of this Plan, or failure to pay the required Premiums, benefits for Hospital Inpatient care will be provided only to the extent available for that Hospital stay.

## **Certification of Prior Creditable Coverage**

If your coverage under this Plan is terminated, you and your covered Dependents will receive a certification that shows your period of coverage under this health benefit plan. You may need to furnish the certification if you become eligible under another group health plan. You may also need the certification to buy, for yourself or your family, an individual policy that does not exclude coverage for medical conditions that were present before your enrollment. You and your Dependents may request a certification within 24 months of losing coverage under this health benefit plan.

You may also request a certification be provided to you at any other time, even if you have not lost coverage under this plan. If you have any questions, contact the customer service telephone number listed on your identification card.

## **Continuation of Coverage (Federal Law-COBRA)**

If your coverage ends under the Plan, you may be entitled to elect continuation coverage in accordance with federal law. If your Employer normally employs 20 or more people, and your employment is terminated for any reason other than gross misconduct you may elect from 18-36 months of continuation benefits. You should contact your Employer if you have any questions about your COBRA rights.

## **Qualifying events for Continuation Coverage under Federal Law (COBRA)**

COBRA continuation coverage is available when your group coverage would otherwise end because of certain "qualifying events." 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 covered on the day before the qualifying event and group coverage would be lost because of the qualifying event. Qualified beneficiaries who elect COBRA must pay for this COBRA continuation coverage.

This benefit entitles each member of your family who is enrolled in the company's employee welfare benefit plan to elect continuation independently. Each qualified beneficiary has the right to make independent benefit elections at the time of annual enrollment. Covered Subscribers may elect COBRA continuation coverage on behalf of their Spouses, and parents or legal guardians may elect COBRA continuation coverage on behalf of their children. A child born to, or placed for adoption with, a covered Subscriber during the period of continuation coverage is also eligible for election of continuation coverage.

Initial Qualifying Event	Length of Availability of Coverage
<p><b><u>For Employees:</u></b>            Voluntary or Involuntary Termination (other than gross misconduct) or Reduction In Hours Worked</p>	18 months
<p><b><u>For Spouses/ Dependents:</u></b>            A Covered Employee's Voluntary or Involuntary Termination (other than gross misconduct) or Reduction In Hours Worked</p> <p>Covered Employee's Entitlement to Medicare</p> <p>Divorce or Legal Separation</p> <p>Death of a Covered Employee</p>	<p>18 months</p> <p>36 months</p> <p>36 months</p> <p>36 months</p>
<p><b><u>For Dependents:</u></b>            Loss of Dependent Child Status</p>	36 months

Continuation coverage stops before the end of the maximum continuation period if the Member becomes entitled to Medicare benefits. If a continuing beneficiary becomes entitled to Medicare benefits, then a qualified beneficiary – other than the Medicare beneficiary – is entitled to continuation coverage for no more than a total of 36 months. (For example, if you become entitled to Medicare prior to termination of employment or reduction in hours, COBRA continuation coverage for your spouse and children can last up to 36 months after the date of Medicare entitlement.)

If you are a retiree under this Plan, filing a proceeding in bankruptcy under Title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to your Employer, and that bankruptcy results in the loss of coverage, you will become a qualified beneficiary with respect to the bankruptcy. your surviving Spouse and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under this Plan. If COBRA coverage becomes available to a retiree and his or her covered family members as a result of a bankruptcy filing, the retiree may continue coverage for life. His or her Spouse and Dependents may continue coverage for a maximum period of up to 36 months following the date of the retiree's death.

**Second qualifying event**

If your family has another qualifying event (such as a legal separation, divorce, etc.) during the initial 18 months of COBRA continuation coverage, your spouse and dependent children can receive up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months from the original qualifying event. Such additional coverage is only available if the second qualifying event would have caused your spouse or dependent children to lose coverage under the Plan had the first qualifying event not occurred. A qualified beneficiary must give timely notice to the Plan Administrator in such a situation.

**Notification Requirements**

In the event of your termination, lay-off, reduction in work hours or Medicare entitlement, your Employer must notify the company's benefit Plan Administrator within 30 days. You must notify the company's benefit Plan Administrator within 60 days of your divorce, legal separation or the failure of your enrolled Dependents to meet the program's definition of Dependent. This notice must be provided in writing to the Plan Administrator. Thereafter, the Plan Administrator will notify qualified beneficiaries of their rights within 14 days.

To continue enrollment, you or an eligible family member must make an election within 60 days of the date your coverage would otherwise end, or the date the company's benefit Plan Administrator notifies you or your family member of this right, whichever is later. You must pay the total Premium appropriate for the type of benefit coverage you choose to continue. If the Premium rate changes for active associates, your monthly Premium will also change. The Premium you must pay cannot be more than 102% of the Premium charged for Employees with similar coverage, and it must be paid to the company's benefit Plan Administrator within 30 days of the date due, except that the initial Premium payment must be made before 45 days after the initial election for continuation coverage, or your continuation rights will be forfeited.

For Employees who are determined, at the time of the qualifying event, to be disabled under Title II (OASDI) or Title XVI (SSI) of the Social Security Act, and Employees who become disabled during the first 60 days of COBRA continuation coverage, coverage may continue from 18 to 29 months. These Employees' Dependents are also eligible for the 18 to 29-month disability extension. (This provision also applies if any covered family member is found to be disabled.) This provision would only apply if the qualified beneficiary provides notice of disability status within 60 days of the disabling determination. In these cases, the Employer can charge 150% of Premium for months 19 through 29. This would allow health coverage to be provided in the period between the end of 18 months and the time that Medicare begins coverage for the disabled at 29 months. (If a qualified beneficiary is determined by the Social Security Administration to no longer be disabled, such qualified beneficiary must notify the Plan Administrator of that fact in writing within 30 days after the Social Security Administration's determination.)

#### **Trade Adjustment Act Eligible Individual**

If you don't initially elect COBRA coverage and later become eligible for trade adjustment assistance under the U.S. Trade Act of 1974 due to the same event which caused you to be eligible initially for COBRA coverage under this Plan, you will be entitled to another 60-day period in which to elect COBRA coverage. This second 60-day period will commence on the first day of the month on which you become eligible for trade adjustment assistance. COBRA coverage elected during this second election period will be effective on the first day of the election period. You may also be eligible to receive a tax credit equal to 65% of the cost for health coverage for you and your Dependents charged by the Plan. This tax credit also may be paid in advance directly to the health coverage provider, reducing the amount you have to pay Out-of-Pocket.

#### **When COBRA Coverage Ends**

These benefits are available without proof of insurability and coverage will end on the earliest of the following:

- a covered individual reaches the end of the maximum coverage period;
- a covered individual fails to pay a required Premium on time;
- a covered individual becomes covered under any other group health plan after electing COBRA. If the other group health plan contains any exclusion or limitation on a pre-existing condition that applies to you, you may continue COBRA coverage only until these limitations cease;
- a covered individual becomes entitled to Medicare after electing COBRA; or
- the Group terminates all of its group welfare benefit plans.

#### **Continuation of Coverage During Military Leave (USERRA)**

Under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), the Member may have a right to continuation of benefits subject to the conditions described below.

Under USERRA, if the Employee (or his or her Dependents) is covered under this Plan, and if the Employee becomes absent from employment by reason of military leave, the Employee (or his or her Dependents) may have the right to elect to continue health coverage under the plan. In order to be eligible for coverage during the period that the Employee is gone on military leave, the Employee must give reasonable notice to the Employer of his or her military leave and the Employee will be entitled to COBRA-like rights with respect to his or her medical benefits in that the Employee and his or her Dependents can elect to continue coverage under the plan for a period of 24 months from the date the military leave commences or, if sooner, the period ending on the day after the deadline for the Employee



to apply for or return to work with the Employer. During military leave the Employee is required to pay the Employer for the entire cost of such coverage, including any elected Dependents' coverage. However, if the Employee's absence is less than 31 days, the Employer must continue to pay its portion of the Premiums and the Employee is only required to pay his or her share of the Premiums without the COBRA-type 2% administrative surcharge.

Also, when the Employee returns to work, if the Employee meets the requirements specified below, USERRA states that the Employer must waive any exclusions and waiting periods, even if the Employee did not elect COBRA continuation. These requirements are (i) the Employee gave reasonable notice to his or her Employer of military leave, (ii) the military leave cannot exceed a prescribed period (which is generally five (5) years, except in unusual or extraordinary circumstances) and the Employee must have received no less than an honorable discharge (or, in the case of an officer, not been sentenced to a correctional institution), and (iii) the Employee must apply for reemployment or return to work in a timely manner upon expiration of the military leave (ranging from a single day up to 90 days, depending upon the period that he or she was gone). The Employee may also have to provide documentation to the Employer upon reemployment that would confirm eligibility. This protection applies to the Employee upon reemployment, as well as to any Dependent who has become covered under the Plan by reason of the Employee's reinstatement of coverage.

#### **Continuation of Coverage Due to Family and Medical Leave (FMLA)**

An Employee may continue membership in the Plan as provided by the Family and Medical Leave Act. An Employee who has been employed at least one year, within the previous 12 months is eligible to choose to continue coverage for up to 12 weeks of unpaid leave for the following reasons:

- The birth of the Employee's child.
- The placement of a child with the Employee for the purpose of adoption or foster care.
- To care for a seriously ill spouse, child or parent.
- A serious health condition rendering the Employee unable to perform his or her job.

If the Employee chooses to continue coverage during the leave, the Employee will be given the same health care benefits that would have been provided if the Employee were working, with the same premium contribution ratio.

#### **For More Information**

This notice does not fully describe the continuation coverage or other rights under the Plan. More information about continuation coverage and your rights under this Plan is available from the Plan Administrator.

If you have any questions concerning the information in this notice or your rights to coverage, you should contact your Employer.

For more information about your rights under COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the U.S Department of Labor's Employee Benefits Security Administration (EBSA) in your area, or visit the EBSA website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa)

## DEFINITIONS

### **Accidental Injury**

Bodily Injury sustained by a Member as the result of an unforeseen event and which is the direct cause (independent of disease, bodily infirmity or any other cause) for care which the Member receives. Such care must occur while this Plan is in force. It does not include injuries for which benefits are provided under any Workers' Compensation, Employer's liability or similar law.

### **Administrative Services Agreement**

The agreement between the Claims Administrator and the Employer regarding the administration of certain elements of the health care benefits of the Employer's group health plan.

### **Adverse Benefit Determination**

The denial, reduction, termination of, or failure to provide or make payment, in whole or in part, for a service, supply or benefit.

### **Ambulance Services**

A state-licensed emergency vehicle which carries injured or sick persons to a Hospital. Services which offer non-emergency, convalescent or invalid care do not meet this definition.

### **Annual Maximum Benefit**

The maximum benefit that applies to all Covered Services combined under this Plan during each Benefit Period.

### **Authorized Service(s)**

A Covered Service rendered by any Provider other than an In-Network Provider, which has been authorized in advance (except for Emergency Care which may be authorized after the service is rendered) by the Claims Administrator to be paid at the In-Network level. The Member **may** be responsible for the difference between the Out-of-Network Provider's charge and the Maximum Allowable Amount, in addition to any applicable Network Coinsurance, Copayment or Deductible. For more information, see the "Claims Payment" section.

### **Behavioral Health Care**

Includes services for Mental Health Disorders, and Substance Abuse.

### **Mental Health Disorders**

Includes (whether organic or non-organic, whether of biological, non-biological, genetic, chemical or non-chemical origin, and irrespective of cause, basis or inducement) mental disorders, mental illnesses, psychiatric illnesses, mental conditions, and psychiatric conditions. This includes, but is not limited to, psychosis, neurotic disorders, schizophrenic disorders, affective disorders, personality disorders, and psychological or behavioral abnormalities associated with transient or permanent dysfunction of the brain or related neurohormonal systems. This is intended to include disorders, conditions, and illnesses listed in the Diagnostic and Statistical Manual of Mental Disorders.

### **Substance Abuse or Chemical Dependency**

Any use of alcohol and/or drugs which produces a pattern of pathological use causing impairment in social or occupational functioning or which produces physiological dependency evidenced by physical tolerance or withdrawal. Substance Abuse services include:

Substance Abuse Rehabilitation Services, procedures and interventions to eliminate dependence on or abuse of legal and/or illegal chemical substances, according to individual treatment plans;

Substance Abuse Residential Treatment which is specialized 24 hour care that occurs in a licensed Residential Treatment Center (RTC) or intermediate care facility. It offers individualized and intensive treatment in a residential setting and includes:

- observation and assessment by a psychiatrist weekly or more frequently; and
- an individualized program of rehabilitation, therapy, education, and recreational or social activities in compliance with existing law.

Residential treatment provides an intermediate-term approach to treatment that attempts to return the patient to the community.

Substance Abuse Services within a General Hospital Facility (a general Hospital facility that provides services, on an Inpatient, 24-hour basis, for medical Detoxification and treatment of conditions associated with the addiction to or misuse of alcohol or other drugs.

### **Centers of Excellence (COE) Network**

A network of health care facilities selected for specific services based on criteria such as experience, outcomes, efficiency, and effectiveness. For example, an organ transplant managed care program wherein Members access select types of benefits through a specific network of medical centers.

A network of health care professionals contracted with the Claims Administrator or one or more of its affiliates, to provide transplant or other designated specialty services.

### **Claims Administrator**

The company the Plan Sponsor chose to administer its health benefits. Anthem Blue Cross Blue Shield (Anthem) was chosen to administer this Plan. The Claims Administrator provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims.

### **Chiropractic Treatment**

Treatment of the spine by physical means including modalities such as whirlpool and diathermy; procedures such as massage, ultrasound and manipulation; and tests of measurements required to determine the need and progress of treatment. Such treatment must be given to relieve pain, restore maximum function, and to prevent disability following disease, or injury. Treatment must be for acute conditions where rehabilitation potential exists and the skills of a Physician or other Professional are required.

### **Coinsurance**

If a Member's coverage is limited to a certain percentage, for example 70%, then the remaining 30% for which the Member is responsible is the Coinsurance amount. The Coinsurance may be capped by the Out-of-Pocket Maximum.

### **Combined Limit**

The maximum total of In-Network and Out-of-Network benefits available for designated health service in the **Schedule of Benefits**.

### **Complications of Pregnancy**

Complications of Pregnancy result from conditions requiring Hospital confinement when the pregnancy is not terminated. The diagnoses of the complications are distinct from pregnancy but adversely affected or caused by pregnancy.

Such conditions include acute nephritis, nephrosis, cardiac decompensation, missed or threatened abortion, preeclampsia, intrauterine fetal growth retardation and similar medical and surgical conditions of comparable severity. An ectopic pregnancy which is terminated is also considered a Complication of Pregnancy.

Complications of Pregnancy shall not include false labor, caesarean section, occasional spotting, Physician prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum and similar conditions associated with the management of a difficult pregnancy which are not diagnosed distinctly as Complications of Pregnancy.

**Congenital Anomaly**

A condition or conditions that are present at birth regardless of causation. Such conditions may be hereditary or due to some influence during gestation.

**Coordination of Benefits (COB)**

A provision that is intended to avoid claims payment delays and duplication of benefits when a person is covered by two or more plans providing benefits or services for medical, dental or other care or treatment. It avoids claims payment delays by establishing an order in which plans pay their claims and providing an authority for the orderly transfer of information needed to pay claims promptly. It may avoid duplication of benefits by permitting a reduction of the benefits of a plan when, by the rules established by this provision, it does not have to pay its benefits first.

**Cosmetic Surgery**

Any non-Medically Necessary surgery or procedure, the primary purpose of which is to improve or change the appearance of any portion of the body, but which does not restore bodily function, correct a disease state, physical appearance or disfigurement caused by an accident, birth defect, or correct or naturally improve a physiological function. Cosmetic Surgery includes but is not limited to rhinoplasty, lipectomy, surgery for sagging or extra skin, any augmentation or reduction procedures (e.g., mammoplasty, liposuction, keloids, rhinoplasty and associated surgery) or treatment relating to the consequences or as a result of Cosmetic Surgery.

**Covered Dependent**

Any Dependent in a Subscriber's family who meets all the requirements of the Eligibility section of this Benefit Booklet, has enrolled in the Plan, and is subject to Administrative Service Fee requirements set forth by the Plan.

**Covered Services**

Medically Necessary health care services and supplies that are (a) defined as Covered Services in the Member's Plan, (b) not excluded under such Plan, (c) not Experimental or Investigational and (d) provided in accordance with such Plan.

**Covered Transplant Procedure**

Any Medically Necessary human organ and stem cell/bone marrow transplants and transfusions as determined by the Claims Administrator including necessary acquisition procedures, harvest and storage, and including Medically Necessary preparatory myeloablative therapy.

**Creditable Coverage**

Coverage under another health benefit plan is medical expense coverage with no greater than a 63 day gap in coverage under any of the following: (a) Medicare or Medicaid; (b) an employer-based accident and sickness insurance or health benefit arrangement; (c) an individual accident and sickness insurance policy; (d) a Spouse's benefits or coverage under Medicare or Medicaid or an employer-based health insurance benefit arrangement; (e) a conversion policy; or (f) similar coverage. The Claims Administrator will issue a certificate of Creditable Coverage upon request or when a Member leaves the Plan. Call the Customer Service number on your identification card to request such a certificate.

**Custodial Care**

Any type of care, including room and board, that (a) does not require the skills of professional or technical personnel; (b) is not furnished by or under the supervision of such personnel or does not otherwise meet the requirements of post-Hospital Skilled Nursing Facility care; (c) is a level such that the Member has reached the maximum level of physical or mental function and is not likely to make further significant improvement. Custodial Care includes, but is not limited to, any type of care the primary purpose of which is to attend to the Member's activities of daily living which do not entail or require the continuing attention of trained medical or paramedical personnel. Examples of Custodial Care include, but are not limited to, assistance in walking, getting in and out of bed, bathing, dressing, feeding, using the toilet, changes of dressings of non-infected, post-operative or chronic conditions, preparation of special diets,

supervision of medication that can be self-administered by the Member, general maintenance care of colostomy or ileostomy, routine services to maintain other services which, in the sole determination of the Plan, can be safely and adequately self-administered or performed by the average non-medical person without the direct supervision of trained medical and paramedical personnel, regardless of who actually provides the service, residential care and adult day care, protective and supportive care including educational services, rest care and convalescent care.

**Deductible**

The amount of out-of-pocket expenses that must be paid for health services by the insured before benefits will become payable by the plan.

**Dependent**

The Spouse and all children until attaining age limit stated in the Eligibility section. Children include natural children, legally adopted children and stepchildren. Also included are your children (or children of your spouse) for whom you have legal responsibility resulting from a valid court decree. Mentally retarded or physically disabled children remain covered no matter what age. You must give the Claims Administrator evidence of your child's incapacity within 30 days of attainment of age 26. The certification form may be obtained from the Claims Administrator or your Employer. This proof of incapacity may be required annually by the Plan. Such children are not eligible under this Plan if they are already 26 or older at the time coverage is effective.

**Detoxification**

The process whereby an alcohol or drug intoxicated or alcohol or drug dependent person is assisted, in a facility licensed by the appropriate regulatory authority, through the period of time necessary to eliminate, by metabolic or other means, the intoxicating alcohol or drug, alcohol or drug dependent factors or alcohol in combination with drugs as determined by a licensed Physician, while keeping the physiological risk to the patient to a minimum.

**Developmental Delay**

The statistical variation, as defined by standardized, validated developmental screening tests, such as the Denver Developmental Screening Test, in reaching age appropriate verbal/growth/motor skill developmental milestones when there is no apparent medical or psychological problem. It alone does not constitute an illness or an Injury.

**Diagnostic Services**

The tests and procedures performed when the Covered Person has specific symptoms to detect or to monitor the Covered Person's disease or condition. Diagnostic Services include, but are not limited to, the following: X-ray and other radiology services; laboratory and pathology services; cardiographic, encephalographic and radioisotope tests.

**Durable Medical Equipment**

Equipment which is (a) made to withstand prolonged use; (b) made for and mainly used in the treatment of a disease or Injury; (c) suited for use while not confined as an Inpatient at a Hospital; (d) not normally of use to persons who do not have a disease or Injury; (e) not for exercise or training.

**Effective Date**

The date for which the Plan approves an individual application for coverage. For individuals who join this Plan after the first enrollment period, the Effective Date is the date the Claims Administrator approves each future Member according to its normal procedures.

**Elective Surgical Procedure**

A surgical procedure that is not considered to be an emergency, and may be delayed by the Member to a later point in time.

**Emergency Medical Condition**

("Emergency services," "emergency care," or "Medical Emergency") Emergency Medical Condition means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such 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 one of the following conditions:

- Placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;
- Serious impairment to bodily functions; or
- Serious dysfunction of any bodily organ or part.

**Employee**

A person who is engaged in active employment with the Employer and is eligible for Plan coverage under the employment regulations of the Employer. The Employee is also called the Subscriber.

**Employer**

An Employer who has allowed its Employees to participate in the Plan by acting as the Plan Sponsor or adopting the Plan as a participating Employer by executing a formal document that so provides.

**Experimental or Investigational**

Services which are considered Experimental or Investigational include services which (1) have not been approved by the Federal Food and Drug Administration or (2) for which medical and scientific evidence does not demonstrate that the expected benefits of the proposed treatment would be greater than the benefits of any available standard treatment and that adverse risks of the proposed treatment will not be substantially increased over those standard treatments. Such determination must result from prudent professional practices and be supported by at least two documents of medical and scientific evidence.

Medical and scientific evidence means:

- Peer-reviewed scientific studies published in or accepted for publication by medical journals that meet nationally recognized requirements for scientific manuscripts and that submit most of their published articles for review by experts who are not part of the editorial staff;
- Peer-reviewed literature, biomedical compendia, and other medical literature that meet the criteria of the National Institutes of Health's National Library of Medicine for indexing in Index Medicus, Excerpta Medica (EMBASE), Medline, and MEDLARS data base or Health Services Technology Assessment Research (HSTAR);
- Medical journals recognized by the United States Secretary of Health and Human Services, under Section 18961 (t)(2) of the Social Security Act;
- The following standard reference compendia: the American Hospital Formulary Service-Drug Information, the American Medical Association Drug Evaluation, the American Dental Association Accepted Dental Therapeutics, and the United States Pharmacopoeia-Drug Information;
- Findings, studies, or research conducted by or under the auspices of federal government agencies and nationally recognized federal research institutes including the Federal Agency for Health Care Policy and Research, National Institutes of Health, National Cancer Institute, National Academy of Sciences, Health Care Financing Administration, and any national board recognized by the National Institutes of Health for the purpose of evaluating the medical value of health services; or
- Meets the following five technology assessment criteria:
  - The technology must have final approval from the appropriate government regulatory bodies.
  - The scientific evidence must permit conclusions concerning the effect of the technology of health outcomes.
  - The technology must improve the net health outcome.
  - The technology must be as beneficial as any established alternative.
  - The technology must be beneficial in practice.

**Freestanding Ambulatory Facility**

A facility, with a staff of Physicians, at which surgical procedures are performed on an Outpatient basis-no patients stay overnight. The facility offers continuous service by both Physicians and registered nurses

(R.N.s). It must be licensed by the appropriate agency. A Physician's office does not qualify as a Freestanding Ambulatory Facility.

### **Group Health Plan, or Plan**

An employee welfare benefit plan, established by the Employer, in effect as of the Effective Date.

### **Health Plan Document**

This Benefit Booklet in conjunction with the Health Plan Document, the application, if any, any amendment or rider, your identification card and your application for enrollment constitutes the entire Plan. If there is any conflict between either this Benefit Booklet or the Health Plan Document and any amendment or rider, the amendment or rider shall control. If there is any conflict between this Benefit Booklet and the Health Plan Document, the Health Plan Document shall control.

### **Home Health Care**

Care, by a licensed program or provider, for the treatment of a patient in the patient's home, consisting of required intermittent skilled care, which may include observation, evaluation, teaching and nursing services consistent with the diagnosis, established and approved in writing by the patient's attending Physician.

### **Home Health Care Agency**

A provider who renders care through a program for the treatment of a patient in the patient's home, consisting of required intermittent skilled care, which may include observation, evaluation, teaching and nursing services consistent with the diagnosis, established and approved in writing by the patient's attending Physician. It must be licensed by the appropriate agency.

### **Hospice**

A provider which provides care for terminally ill patients and their families, either directly or on a consulting basis with the patient's Physician. It must be licensed by the appropriate agency.

### **Hospice Care Program**

A coordinated, interdisciplinary program designed to meet the special physical, psychological, spiritual and social needs of the terminally ill Member and his or her covered family members, by providing palliative and supportive medical, nursing and other services through at-home or Inpatient care. The Hospice must be licensed by the appropriate agency and must be funded as a Hospice as defined by those laws. It must provide a program of treatment for at least two unrelated individuals who have been medically diagnosed as having no reasonable prospect of cure for their illnesses.

### **Hospital**

An institution licensed by the appropriate agency, which is primarily engaged in providing diagnostic and therapeutic facilities on an Inpatient basis for the surgical and medical diagnosis, treatment and care of injured and sick persons by or under the supervision of a staff of Physicians duly licensed to practice medicine, and which continuously provides 24-hour-a-day nursing services by registered graduate nurses physically present and on duty. "Hospital" does not mean other than incidentally:

- an extended care facility; nursing home; place for rest; facility for care of the aged;
- a custodial or domiciliary institution which has as its primary purpose the furnishing of food, shelter, training or non-medical personal services; or
- an institution for exceptional or disabled children.

### **Identification Card**

The latest card given to you showing your identification and group numbers and the type of coverage you have.

### **Ineligible Charges**

Charges for health care services that are not Covered Services because the services are not Medically Necessary or pre-certification was not obtained. Such charges are not eligible for payment.

**Ineligible Provider**

A provider which does not meet the minimum requirements to become a contracted Provider with the Claims Administrator. Services rendered to a Member by such a provider are not eligible for payment.

**Infertile or Infertility**

The condition of a presumably healthy Member who is unable to conceive or produce conception after a period of one year of frequent, unprotected heterosexual vaginal intercourse. This does not include conditions for men when the cause is a vasectomy or orchiectomy or for women when the cause is tubal ligation or hysterectomy.

**Initial Enrollee**

A person actively employed by the Employer (or one of that person's Covered Dependents) who was either previously enrolled under the group coverage which this Plan replaces or who is eligible to enroll on the Effective Date of this Plan.

**Injury**

Bodily harm from a non-occupational accident.

**Inpatient**

A Member who is treated as a registered bed patient in a Hospital and for whom a room and board charge is made.

**Intensive Care Unit**

A special unit of a Hospital that: (1) treats patients with serious illnesses or Injuries; (2) can provide special life-saving methods and equipment; (3) admits patients without regard to prognosis; and (4) provides constant observation of patients by a specially trained nursing staff.

**Late Enrollees**

Late Enrollees mean Employees or Dependents who request enrollment in a health benefit plan after the initial open enrollment period. An individual will not be considered a Late Enrollee if: (a) the person enrolls during his/her initial enrollment period under the Plan; (b) the person enrolls during a special enrollment period; or (c) a court orders that coverage be provided for a minor Covered Dependent under a Member's Plan, but only as long as the Member requests enrollment for such Dependent within thirty (30) days after the court order is so issued. Late Enrollees are those who declined coverage during the initial open enrollment period and did not submit a certification to the Plan that coverage was declined because other coverage existed.

**Maternity Care**

Obstetrical care received both before and after the delivery of a child or children. It also includes care for miscarriage or abortion. It includes regular nursery care for a newborn infant as long as the mother's Hospital stay is a covered benefit and the newborn infant is an eligible Member under the Plan.

**Maximum Allowed Amount**

The maximum amount that the Plan will allow for Covered Services you receive. For more information, see the "Claims Payment" section.

**Medical Facility**

A facility, including but not limited to, a Hospital, Freestanding Ambulatory Facility, Chemical Dependency Treatment Facility, Skilled Nursing Facility, Home Health Care Agency or mental health facility, as defined in this Benefit booklet. The facility must be licensed, registered or approved by the Joint Commission on Accreditation of Hospitals or meet specific requirements established by the Claims Administrator.



**Medical Necessity or Medically Necessary**

The Plan reserves the right to determine whether a service or supply is Medically Necessary. The fact that a Physician has prescribed, ordered, recommended or approved a service or supply does not, in itself, make it Medically Necessary. The Plan considers a service Medically Necessary if it is:

- appropriate and consistent with the diagnosis and the omission of which could adversely affect or fail to improve the patient's condition;
- compatible with the standards of acceptable medical practice in the United States;
- not provided solely for your convenience or the convenience of the Physician, health care provider or Hospital;
- not primarily Custodial Care; and
- provided in a safe and appropriate setting given the nature of the diagnosis and the severity of the symptoms. For example, a Hospital stay is necessary when treatment cannot be safely provided on an Outpatient basis.

**Member**

Individuals, including the Subscriber and his/her Dependents, who have satisfied the Plan eligibility requirements of the Employer, applied for coverage, and been enrolled for Plan benefits.

**In-Network Provider**

A physician, health professional, Hospital, Pharmacy, or other individual, organization and/or facility that has entered into a contract, either directly or indirectly, with the Claims Administrator to provide Covered Services to Members through negotiated reimbursement arrangements.

**New Hire**

A person who is not employed by the Employer on the original Effective Date of the Plan.

**Non-Covered Services**

Services that are not benefits specifically provided under the Plan, are excluded by the Plan, are provided by an Ineligible Provider, or are otherwise not eligible to be Covered Services, whether or not they are Medically Necessary.

**Occupational Therapy**

Treatment rendered on an Inpatient or Outpatient basis as a part of a physical medicine and rehabilitation program to improve functional impairments where the expectation exists that the therapy will result in practical improvement in the level of functioning within a reasonable period of time. No benefits are provided for diversional, recreational, and vocational therapies (such as hobbies, arts and crafts).

**Outpatient**

A Covered Person who receives medical care or treatment when he or she is not an Inpatient.

**Out-of-Network Provider**

A Provider, including but not limited to, a Hospital, Freestanding Ambulatory Facility (Surgical Center), Physician, Skilled Nursing Facility, Hospice, Home Health Care Agency, other medical practitioner or provider of medical services or supplies, that does not have an agreement or contract with the Claims Administrator to provide services to its Members at the time services are rendered.

Benefit payments and other provisions of this Plan are limited when a Member uses the services of Out-of-Network Provider.

**Out-of-Pocket Maximum**

The maximum amount of a Member's Coinsurance payments during a given Plan year. When the Out-of-Pocket Maximum is reached, the level of benefits is increased to 100% of the Maximum Allowed Amount for Covered Services.

**Pharmacy**

An establishment licensed to dispense prescription drugs and other medications through a duly licensed pharmacist upon a Physician's order. A Pharmacy may be a In-Network Provider or an Out-of-Network Provider.

**Physical Therapy**

The care of disease or Injury by such methods as massage, hydrotherapy, heat, or similar care.

**Physician**

Any licensed Doctor of Medicine (M.D.) legally entitled to practice medicine and perform surgery, any licensed Doctor of Osteopathy (D.O.) legally licensed to perform the duties of a D.O., any licensed Doctor of Podiatric Medicine (D.P.M.) legally entitled to practice podiatry, and any licensed Doctor of Dental Surgery (D.D.S.) legally entitled to perform oral surgery; Optometrists and Clinical Psychologists (PhD) are also Providers when acting within the scope of their licenses, and when rendering services covered under this Plan.

**Plan**

The arrangement chosen by the Plan Sponsor to fund and provide for delivery of the Employer's health benefits.

**Plan Administrator**

The person or entity named by the Plan Sponsor to manage the Plan and answer questions about Plan details. ***The Plan Administrator is not the Claims Administrator.***

**Plan Sponsor**

The legal entity that has adopted the Plan and has authority regarding its operation, amendment and termination. ***The Plan Sponsor is not the Claims Administrator.***

**Plan Year**

The period of time beginning at 12:00 A.M. on July 1, continuing through the following January, and ending on June 30 at 11:59 P.M. It does not begin before a Member's Effective Date. It does not continue after a Member's coverage ends.

**PPO Network**

The network of In-Network Providers to which the Covered Person is entitled access under this Plan.

**Precertification or Pre-certify**

A process where Anthem is contacted before certain services are provided, such as hospitalization or outpatient surgery, or prescription drugs are prescribed to determine whether the services being recommended or the drugs prescribed are considered covered expenses under the Plan. It is not a guarantee that benefits will be payable.

**Prior Authorization**

The process applied to certain drugs and/or therapeutic categories to define and/or limit the conditions under which these drugs will be covered. The drugs and criteria for coverage are defined by the Pharmacy and Therapeutics Committee.

**QMCSO, or MCSO – Qualified Medical Child Support Order or Medical Child Support Order**

A QMCSO creates or recognizes the right of a child who is recognized under the order as having a right to be enrolled under the health benefit plan to receive benefits for which the Employee is entitled under the plan; and includes the name and last known address of the Employee and each such child, a reasonable description of the type of coverage to be provided by the plan, the period for which coverage must be provided and each Plan to which the order applies.

An MCSO is any court judgment, decree or order (including a court's approval of a domestic relations settlement agreement) that:

- provides for child support payment related to health benefits with respect to the child of a Group Health Plan Member or requires health benefit coverage of such child in such Plan, and is ordered under state domestic relations law; or
- enforces a state law relating to medical child support payment with respect to a Group Health Plan.

**Retail Health Clinic**

A facility that provides limited basic medical care services to Members on a “walk-in” basis. These clinics normally operate in major pharmacies or retail stores. Medical services are typically provided by Physicians Assistants and Nurse Practitioners.

**Semiprivate Room**

A Hospital room which contains two or more beds.

**Skilled Convalescent Care**

Care required, while recovering from an illness or Injury, which is received in a Skilled Nursing Facility. This care requires a level of care or services less than that in a Hospital, but more than could be given at the patient’s home or in a nursing home not certified as a Skilled Nursing Facility.

**Skilled Nursing Facility**

An institution operated alone or with a Hospital which gives care after a Member leaves the Hospital for a condition requiring more care than can be rendered at home. It must be licensed by the appropriate agency and accredited by the Joint Commission on Accreditation of Health Care Organizations or the Bureau of Hospitals of the American Osteopathic Association, or otherwise determined by the Claims Administrator to meet the reasonable standards applied by any of the aforesaid authorities.

**Speech Therapy**

The active treatment for improvement of an organic medical condition causing a speech impairment. Treatment must be either post-operative or for the convalescent stage of an active illness or disease.

**Spouse**

For the purpose of this Plan, a Spouse is defined as a person who is married to a person of the opposite sex from that of the enrolling Employee.

**Subrogation**

The process of recovering benefit payments for covered expenses when a third party is responsible for the payment.

**Subscriber**

An eligible employee or member of the Employer enrolled under the Plan whose benefits are in effect and whose name appears on the Identification Card issued by the Administrator on behalf of the Employer.

**Therapeutic Equivalent**

Therapeutic/Clinically Equivalent drugs are drugs that can be expected to produce similar therapeutic outcomes for a disease or condition.

**Transplant Providers**

**In-Network Transplant Provider** - A Provider that has been designated as a “Center of Excellence” for Transplants by the Claims Administrator and/or a Provider selected to participate as an In-Network Transplant Provider by a designee of the Claims Administrator. Such Provider has entered into a transplant provider agreement to render Covered Transplant Procedures and certain administrative functions to you for the transplant network. A Provider may be an In-Network Transplant Provider with respect to:

- certain Covered Transplant Procedures; or
- all Covered Transplant Procedures.

**Out-of-Network Transplant Provider** - Any Provider that has NOT been designated as a “Center of Excellence” for Transplants by the Claims Administrator nor has not been selected to participate as an In-Network Transplant Provider by a designee of the Claims Administrator.

**Urgent Care**

Services received for a sudden, serious, or unexpected illness, Injury or condition. Urgent Care is not considered an emergency. Care is needed right away to relieve pain, find out what is wrong, or treat a health problem that is not life-threatening.

**Utilization Review**

A function performed by the Claims Administrator or by an organization or entity selected by the Claims Administrator to review and approve whether the services provided are Medically Necessary, including but not limited to, whether acute hospitalization, length of stay, Outpatient care or diagnostic services are appropriate.

**You and Your**

Refer to the Subscriber, Member and each Covered Dependent.

# HEALTH BENEFITS COVERAGE UNDER FEDERAL LAW

## Choice of Primary Care Physician

The Plan generally allows the designation of a Primary Care Physician (PCP). You have the right to designate any PCP who participates in the Claims Administrator's Network and who is available to accept you or your family members. For information on how to select a PCP, and for a list of PCPs, contact the telephone number on the back of your identification card or refer to the Claims Administrator's website, [www.anthem.com](http://www.anthem.com). For children, you may designate a pediatrician as the PCP.

## Access to Obstetrical and Gynecological (ObGyn) Care

You do not need Prior Authorization from the Plan or from any other person (including a PCP) in order to obtain access to obstetrical or gynecological care from a health care professional in the Claims Administrator's network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining Prior Authorization for certain services or following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact the telephone number on the back of your identification card or refer to the Claims Administrator's website, [www.anthem.com](http://www.anthem.com).

## Statement of Rights Under the Newborns' and Mother's Health Protection Act

Group health plans and health insurance issuers 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 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider (e.g., your Physician, nurse midwife, or Physician assistant), after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the Plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours). However, to use certain providers or facilities, or to reduce your Out-of-Pocket costs, you may be required to obtain pre-certification. For information on pre-certification, contact your Plan Administrator.

Also, under federal law, plans may not set the level of benefits or Out-of-Pocket costs so that any later portion of the 48 hour (or 96 hour) stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay.

## Statement of Rights Under the Women's Cancer Rights Act of 1998

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending Physician and the patient, for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same Deductibles and Coinsurance applicable to other medical and surgical benefits provided under this Plan. **See the Schedule of Benefits.**

If you would like more information on WHCRA benefits, call your Plan Administrator.

## **Coverage for a Child Due to a Qualified Medical Support Order (“QMCSO”)**

If you or your spouse are required, due to a QMCSO, to provide coverage for your child(ren), you may ask your employer or Plan Administrator to provide you, without charge, a written statement outlining the procedures for getting coverage for such child(ren).

## **Mental Health Parity and Addiction Equity Act**

The Mental Health Parity and Addiction Equity Act provides for parity in the application of aggregate treatment limitations (day or visit limits) on mental health and substance abuse benefits with day/visit limits on medical/surgical benefits. In general, group health plans offering mental health and substance abuse benefits cannot set day/visit limits on mental health or substance abuse benefits that are lower than any such day/visit limits for medical and surgical benefits. A plan that does not impose day/visit limits on medical and surgical benefits may not impose such day/visit limits on mental health and substance abuse benefits offered under the Plan. Also, the Plan may not impose Deductibles, Copayment/Coinsurance and Out-of-Pocket expenses on mental health and substance abuse benefits that are more restrictive than Deductibles, Copayment/Coinsurance and Out-of-Pocket expenses applicable to other medical and surgical benefits.

## **Genetic Information Nondiscrimination Act (GINA)**

The Genetic Information Nondiscrimination Act of 2008 prohibits the use of genetic information in health insurance and employment. The Act prohibits group health plans and health insurers from denying coverage to a healthy individual or charging that person higher premiums based solely on a genetic predisposition to developing a disease in the future. The legislation also bars employers from using individuals' genetic information when making hiring, firing, job placement, or promotion decisions.

## **Qualifying Life Event**

If you are declining enrollment for yourself or your Dependents (including your spouse) because of other health insurance coverage, you may in the future be able to enroll yourself or your dependents in this Plan, provided that you request enrollment within 30 days after your other coverage ends. In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents in the Plan, provided that you request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption and provide adequate documentation for the dependent/change within 30 days of the qualifying life event.

Eligible Employees and Dependents may also enroll under two additional circumstances:

- the Employee's or Dependent's Medicaid or Children's Health Insurance Program (CHIP) coverage is terminated as a result of loss of eligibility; or
- the Employee or Dependent becomes eligible for a subsidy (state premium assistance program)

The Employee or Dependent must request Enrollment within 60 days of the loss of Medicaid/CHIP or of the eligibility determination.

To request special enrollment or obtain more information, contact your Plan Administrator.

The Anthem National Accounts business unit serves members of the Blue Cross licensee for California; the Blue Cross and Blue Shield licensee for Colorado, Connecticut, Georgia, Indiana, Kentucky, Maine, Missouri (excluding 30 counties in the Kansas City area), Nevada, New Hampshire, New York (as Empire BlueCross BlueShield in 17 eastern and southeastern counties, including the 5 New York City counties, and as Empire BlueCross in 11 upstate counties), Ohio, Virginia (excluding the Northern Virginia suburbs of Washington, D.C.), and Wisconsin. Anthem Blue Cross and Blue Shield is the trade name of: In Colorado: Rocky Mountain Hospital and Medical Service, Inc. In Connecticut: Anthem Health Plans, Inc. In Indiana: Anthem Insurance Companies, Inc. In Kentucky: Anthem Health Plans of Kentucky, Inc. In Maine: Anthem Health Plans of Maine, Inc. In Nevada: Rocky Mountain Hospital and Medical Service, Inc. In New Hampshire: Anthem Health Plans of New Hampshire, Inc. In Ohio: Community Insurance Company. In Virginia: Anthem Health Plans of Virginia, Inc. (serving Virginia excluding the city of Fairfax, the town of Vienna and the area east of State Route 123.) In most of Missouri: RightCHOICE® Managed Care, Inc. (RIT), Healthy Alliance® Life Insurance Company (HALIC), and HMO Missouri, Inc. RIT and certain affiliates administer non-HMO benefits underwritten by HALIC and HMO benefits underwritten by HMO Missouri, Inc. RIT and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits. In Wisconsin: Blue Cross Blue Shield of Wisconsin ("BCBSWi") underwrites or administers the PPO and indemnity policies; CompCare Health Services Insurance Corporation ("CompCare") underwrites or administers the HMO policies; and CompCare and BCBSWi collectively underwrite or administer the POS policies. Blue Cross Blue Shield of Georgia and Blue Cross Blue Shield Healthcare Plan of Georgia, Blue Cross of California and BC Life & Health Insurance Company, In New York: Empire BlueCross BlueShield is the trade name of Empire HealthChoice Assurance, Inc and Empire BlueCross BlueShield HMO is the trade name of Empire HealthChoice HMO, Inc. Independent licensees of the Blue Cross Blue Shield Association. © ANTHEM is a registered trademark. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

## GENERAL PLAN INFORMATION

**1. NAME OF THE PLAN**

Montgomery County Buy Up Plan

**2. NAME AND BUSINESS ADDRESS OF THE PLAN SPONSOR**

Montgomery County  
451 west Third Street  
Dayton, Ohio 45422-1110

**3. PLAN SPONSOR IDENTIFICATION NUMBER**

31-6000172

**4. NAME AND BUSINESS ADDRESS OF THE PLAN ADMINISTRATOR**

Montgomery County  
451 West Third Street  
Dayton, Ohio 45422-1110

**5. AGENT FOR THE SERVICE OF LEGAL PROCESS**

Montgomery County  
451 West Third Street  
Dayton, Ohio 45422-1110

**6. CLAIMS ADMINISTRATOR**

Anthem Blue Cross/Blue Shield  
P.O. Box 105187  
Atlanta, GA 30348

**7. PLAN YEAR**

July 1<sup>st</sup> through June 30<sup>th</sup>